



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday, August 03, 2016 – 10:00 A.M.
Commissioners' Hearing Room, Courthouse Annex
94235 Moore Street, Gold Beach, Oregon

www.co.curry.or.us

AGENDA

*Items may be taken out of sequence to accommodate staff availability and the public.
For public comment, a completed speaker's slip must be submitted.*

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

2. AGENDA AMENDMENTS

3. APPROVAL OF AGENDA

4. ANNOUNCEMENTS

- a. August 10th – Board of Commissioners Workshop concerning the Brookings Airport and a County Noise Ordinance
- b. August Events Galore in Curry County! which contributes to our economy.
 - August 7 – Rogue River Triathlon
 - August 12-14 – Pirates of the Pacific Festival
 - August 20 – Concert at Lobster Creek Park
 - August 21 – Agness Tomato Festival
 - August 24-27 – Curry County Fair
 - August 27-28 – Classic, Cruiser and Hot Rod Car Show

Details for all these events can be found on the Events Calendar on TravelCurryCoast.com

5. PUBLIC COMMENTS

6. ADMINISTRATIVE ACTIONS/ APPOINTMENTS

- a. Oregon Health Authority (OHA) 8th Amendment to the 2015-2017 IGA – CCH (5min)
- b. Rehiring of Former Employee K. Dukek and Repeal and Replacement of Order No.20101 – CCH (5min)
- c. Order Correcting a Scriveners' Error on Order No.20327 – Assessor (5min)
- d. Ward Cemetery Plot Reconfiguration – Surveyor (5min)
- e. Reassignment to Department Specialist with Pay Increase B. Boice – Surveyor (5min)
- f. New Hire County Accountant L. Kallstrom – Commissioner Huxley (5min)
- g. Airport Hangar Lease No.3A with Tyson Essenmacher – Counsel (5min)
- h. Transfer of Hangar Lease No.7 Fearing to Schifini (5min)
- i. Order Referring Ordinance No. 16-03, the Curry County Marijuana Retail Sales Tax Authorizing Ordinance to the People – Counsel (15min)
- j. Master Payroll FY 2016-2017 Amendment – Finance (5min)
- k. Deferred Compensation Roth Contribution Amendment – Finance and Personnel (5min)

Curry County does not discriminate against individuals with disabilities and all public meetings are held in accessible locations. Auxiliary aids will be provided upon request with 48 hours advance notification. Please call 541-247-3296 if you have questions regarding this notice.

7. PROCLAMATIONS/RESOLUTIONS/ LEGISLATIVE ACTIONS

- a. Second Amendment Preservation Ordinance Second Reading – Commissioner Smith (20min)
- b. Suicide and Bullying Proclamations – Commissioner Brown (20min)

8. NEW BUSINESS

9. OLD BUSINESS

- a. Discussion to Continue or Relinquish RSVP Program – Commissioners (20min)
- b. Discussion Concerning the Future of Economic Development Department – Commissioners (20min)

10. PRESENTATIONS TO THE BOARD

- a. Gold Beach Main Street Association – Summer Matteson-Kinney (15min)
- b. Juvenile and Parks Department Successes and Accomplishments – Jay Trost (10min)

11. COMMISSIONER UPDATES/ LIAISON & DEPARTMENT ACTIVITY REPORTS

- a. Personnel Actions Done by Appointing Authorities – Personnel (5min)

12. EXECUTIVE SESSION

13. ADJOURN

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Oregon Health Authority (OHA) 8th Amendment to the 2015-2017 IGA

AGENDA DATE^a: 8-03-16 **DEPARTMENT:** CCH **TIME NEEDED:** 5min

^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: Dukek **PHONE/EXT:** 8100 **TODAY'S DATE:** 08-26-16

BRIEF BACKGROUND OR NOTE^b: Signature Authority to the Chair

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Agreement

(1)Agreement #148007

(2)

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other 2 Originals - to CCH

Phone:

Due date to send: / /

Email:

***Note: Most signed documents are filed/recorded with the Clerk per standard process.**

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
3. If job description, Salary Committee reviewed: Yes No N/A
4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Administrative Actions

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Not applicable to Sheriff's Department since they do not have a liaison

Agreement #148007

**EIGHTH AMENDMENT TO OREGON HEALTH AUTHORITY
2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Eighth Amendment to Oregon Health Authority 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2015 (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Curry County, acting by and through its Curry County Curry Community Health (“LPHA”), the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Curry County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

AGREEMENT

1. Exhibit B “Program Element Descriptions” Program Element #27: “Prescription Drug Overdose Prevention (PDOP)” is hereby superseded and replaced in its entirety as set forth in Attachment A attached hereto and incorporated by this reference.
2. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
6. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

7. Signatures.

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

By: _____
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: _____

CURRY COUNTY ACTING BY AND THROUGH ITS CURRY COUNTY CURRY COMMUNITY HEALTH (LPHA)

By: _____
Name: _____
Title: _____
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Group approval by D. Kevin Carlson, Senior Assistant Attorney General, by email on October 2, 2015.

OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____
Name: Karen Slothower (or designee)
Title: Program Support Manager
Date: _____

OFFICE OF CONTRACTS & PROCUREMENT

By: _____
Name: Tammy L. Hurst, OPBC, OCAC
Title: Contract Specialist
Date: _____

Attachment B

Program Element #27 - Prescription Drug Overdose Prevention (PDOP)

1. **Description.** Funds provided under the Financial Assistance Agreement for this Program Element may only be used, in accordance with and subject to the requirements, and limitations set forth below, to implement Prescription Drug Overdose Prevention activities in the following areas for LPHAs in High-burden Regions. The two-year funding period for Multnomah, Lane and Curry Counties will be Sept 1, 2015 to August 31, 2017 at \$95,500 annually for each funded County. Funds for four-month Prescription Drug Monitoring Program (PDMP) enrollment drives to be conducted by four counties are also included. The four month funding period for Multnomah, Clatsop, Deschutes and Union Counties with respect to their PDMP enrollment drives will be June 1, 2016 through September 29, 2016 at \$40,000 funded for each county for this time period.
 - a. Application of Prescription Drug Overdose Assessment and Capacity-Building Efforts. Complete remote (web-based) training on using the Oregon Prescription Drug Monitoring Program (PDMP) and PDMP guidelines.
 - b. Advance Health System Interventions. Promote prescriber enrollment and adoption of the PDMP and state opioid prescribing guidelines. Three regions will work towards a goal of enrolling 95% of the top controlled substance prescribers in the region in Prescription Drug Monitoring Program (PDMP) over the two year funding period. In addition, four counties (Multnomah, Union, Clatsop, and Deschutes) will conduct four month PDMP enrollment drives from June 2016 through September 29, 2016 with a goal of enrolling 95% of prescribers in their counties and regionally.
 - c. Facilitation of Community Partnerships. Accomplish movement toward building or strengthening a community network within the region that contributes to reducing problematic prescribing, improving coordination of patient care for patients with opioid use disorder, increasing the use of non-opioid treatment for chronic non-cancer pain, and evolving a more interconnected community-level network of services.
 - d. Facilitate Development of Local Prescription Drug Overdose Prevention Networks and Systems. Convene or strengthen an existing Interdisciplinary Action Team (IAT), a regional (or county-level) Pain Guidance Group (PGG) and a regional summit to help adoption and promotion of PDMP and opioid prescribing guidelines and increase community level data-informed awareness of PDO.
 - e. Promote Community-Clinical Linkages to Support Prescription Drug Overdose Prevention. Disseminate local data or stories to local media outlets to promote public awareness of the burden and preventability of PDO.
2. **Definitions specific to this Program Element.**
 - a. High-burden region: an area of 2-3 neighboring counties led by a funded Local Public Health Authority. The Oregon regions with the highest burden of prescription drug overdose and problematic prescribing are (A) Multnomah Washington and Clackamas counties; (B) Lane and Douglas counties; (C) Coos Curry and Josephine counties; (D) Clatsop, Columbia and Tillamook counties; (E) Lincoln, Linn and Benton counties; (F) Deschutes, Crook and Jefferson counties; and (G) Union, Wallowa and Umatilla counties.
 - b. IAT: Interdisciplinary Action Team
 - c. LPHA: Local Public Health Authority
 - d. PDMP: Prescription Drug Monitoring Program
 - e. PGG: Pain Guidance Group

f. PDO: Prescription Drug Overdose

3. Procedural and Operational Requirements.

a. By accepting and using the financial assistance funding provided by OHA under the Financial Assistance Agreement and this Program Element, the LPHA agrees to conduct activities in accordance with the following requirements:

- (1) LPHA shall implement its activities in accordance with this Program Element.
- (2) LPHA must assure that it is staffed at the appropriate level to address all sections in this Program Element. LPHA will designate or hire a lead staff person to carry out and coordinate all the activities in the High-burden Region described in this Program Element, and act as a point of contact between the LPHA and OHA.
- (3) LPHA must use the funds awarded under this Agreement for this Program Element in accordance with its budget as approved by OHA. Modifications to the budget may only be made with OHA approval.
- (4) LPHA must attend all PDO meetings reasonably required by OHA.

b. Each High-burden Region must identify a LPHA to act as the fiscal agent for the High-burden Region which will hire and oversee required staff, and provide the workspace and administrative support required to carry out the grant-funded activities outlined in this Program Element.

4. Reporting Requirements. LPHA must have on file with OHA and approved Community Response Work Plan by no later than February 28th of each year, as well as provide semiannual budget reports. OHA will provide the required format and current service data for use in completing the plan and budget reports. LPHA shall implement its PDO prevention activities in accordance with its approved Community Response Work Plan. Modifications to the plan may only be made with OHA approval.

5. Program Evaluation. LPHA will cooperate with OHA on program evaluation throughout the duration of the Agreement period(s), as well as with final project evaluation. Such activities may include, but are not limited to, meeting with a state level evaluator soon after execution of this Agreement to help inform the OHA evaluation plan, collecting data and maintaining documentation throughout the Agreement period, responding to evaluator's requests for information and collaborating with OHA on final reports to highlight the outcomes of the work. Counties funded to conduct four month PDMP enrollment drives will not be required to participate in evaluation activities under this provision.

6. Performance Measures. LPHAs that complete fewer than 75% of planned activities in its Local Program Budget, set forth within this Program Element and incorporated herein the Agreement by reference, for two consecutive calendar quarters in one state fiscal year will not be eligible to receive funding under this Program Element in the next state fiscal year.

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Rehiring of former Employee and Repeal and Replacement of Order No. 20101

AGENDA DATE^a: 08-03-16 **DEPARTMENT:** CCH **TIME NEEDED:** 5 min.

^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: Dukek **PHONE/EXT:** **TODAY'S DATE:** 07-27-16

BRIEF BACKGROUND OR NOTE^b: Former Public Health Administrator Has Resigned. Appointment of Ken Dukek in the Interim Until Further Direction of Board

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Order

- (1) Order
- (2) Order No. 20102 (for reference)

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name: Ken Dukek, CCH

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email:

***Note: Most signed documents are filed/recorded with the Clerk per standard process.**

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
3. If job description, Salary Committee reviewed: Yes No N/A
4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Administrative Actions

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Not applicable to Sheriff's Department since they do not have a liaison

BEFORE THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of the Re-Hiring of)
A Former Employee and the) ORDER NO. 20102
Repeal and Replacement of)
Order No. 19908)

WHEREAS, it is the recommendation of Curry Community Health that the following person be re-hired to fill the position identified below at the specified salary range, rate of pay and status:

Name	Position	Rate	Status
Hollie Strahm	Public Health Administrator	\$790.73/month	.10 FTE

WHEREAS, the Board of Curry County Commissioners is in agreement with the above-stated recommendation; and

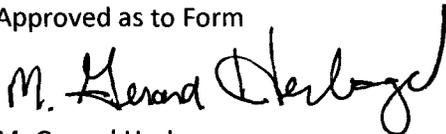
WHEREAS, Order No. 19908 needs to be repealed and replaced with this order because Hollie Strahm has replaced the former Public Health Administrator;

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS AS FOLLOWS:

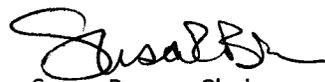
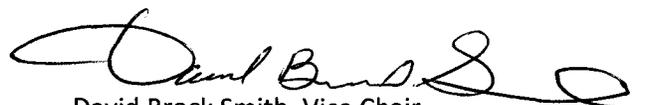
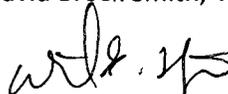
- 1) The above-stated recommendation is adopted effective the date of this order.
- 2) Order No. 19908 is repealed and replaced with this order.

DATED this 3rd day of December, 2014.

Approved as to Form


M. Gerard Herbage
Curry County Legal Counsel

BOARD OF CURRY COUNTY COMMISSIONERS


Susan Brown, Chair

David Brock Smith, Vice Chair

David G. Itzen, Commissioner

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Public Health Administrator

EXEMPT:	Yes	
SALARY LEVEL:	As negotiated	
SUPERVISOR:	Board of Commissioners	
PREPARED BY:	Public Health Administrator	August 2013

POSITION SUMMARY:

An employee in this class is responsible for the oversight of the County's Public Health Department. Work is performed under the general direction of the Board of Commissioners and is reviewed for the effectiveness and quality of program results in the areas of foodborne and public health issues, with the supervision of public health services in Curry County, and subcontractor compliance with statutory and contractual requirements. This includes implementation on behalf of the county relative to use of its police powers relating to public health and safety.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

An employee in this classification may perform any of the following duties. However, these examples do not include all the specific tasks which an employee may be expected to perform.

1. Serves as Public Health Administrator as defined in ORS 431.418 and ORS 431.440.
2. Meets with departmental advisory board to evaluate community need for services and education. Recommends program and policy decisions based upon findings and general input.
3. Monitors overall department effectiveness; reviews data collection and reporting systems. Utilizes sound business principles to maximize revenues and minimize expenditures so as to optimize resources available for Public Health Services.
4. Administers and enforces the rules of the local public health authority and the public health laws and rules of the Oregon State Health Division; acts with the power of constables or other peace officers in all matters pertaining to public health. Coordinates enforcement of laws relating to public health with local, county, and state enforcement agencies.

JOB DESCRIPTION
JOB TITLE: Public Health Administrator - Page 2

ESSENTIAL DUTIES AND RESPONSIBILITIES: (Continued)

5. Works with contractor on the annual County Public Health Plan and grant requests as required by the Oregon State Health Division. Facilitates integration and linkages with other health and social services in the community.
6. Maintains on-going liaison among the governing body, the professional personnel, staff, other professional and citizen groups.
7. Plans and conducts public relations activities to promote all Public Health Department programs.

SUPERVISORY RESPONSIBILITIES:

Works directly with contractor.

QUALIFICATION REQUIREMENTS:

Ability to plan, organize and direct the work of others to meet overall objectives and goals; interpret and implement new laws and rules pertaining to public health; communicate effectively both verbally and in writing; deal tactfully and patiently with the public; compose clear and concise reports; establish and maintain effective and cooperative working relationships with other related agencies, professionals and citizen groups. Understand and interpret monthly financial statements and manage staff time so programs stay with budget.

Skill in the application of a full range of public health services.

EDUCATION AND/OR EXPERIENCE:

Master's degree from an accredited college or university in public health, health administration, public administration, behavioral, social or health science, or related field, plus five years of experience, which includes at least two years of supervisory experience; or any satisfactory equivalent of experience and training which demonstrates the ability to perform the above described duties.

Valid Oregon driver's license.

PHYSICAL DEMANDS:

Visual/hearing ability sufficient to comprehend written/verbal communication.

Ability to deal effectively with stress.

JOB DESCRIPTION

JOB TITLE: Program Manager - Public Health Administrator - Page 3

PHYSICAL DEMANDS: (cont.)

Ability to drive in a variety of adverse weather conditions, occasionally for lengthy distances or at night.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT:

The noise level in the work environment is usually moderate. Employee may encounter various environmental situations in individual client homes, including tobacco smoke or animals.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of the Re-Hiring of)
A Former Employee and the) ORDER NO. _____
Repeal and Replacement of)
Order No. 20102)

WHEREAS, it is the recommendation of Curry Community Health that the following person be re-hired to fill the position identified below at the specified salary range, rate of pay and status:

Name	Position	Rate	Status
Ken Dukek	Public Health Administrator	\$790.73/month	.10 FTE

WHEREAS, the Board of Curry County Commissioners is in agreement with the above-stated recommendation; and

WHEREAS, Order No. 20102 needs to be repealed and replaced with this order because Ken Dukek has replaced the former Public Health Administrator in the interim;

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS AS FOLLOWS:

- 1) The above-stated recommendation is adopted effective July 30, 2016 and shall remain in effect until further order of the Board.
- 2) Order No. 20102 is repealed and replaced with this order.

DATED this 3rd day of August, 2016.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Susan Brown, Vice Chair

Approved as to Form:

David Brock Smith, Commissioner

John HuttI
Curry County Legal Counsel

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Order Correcting a Scriveners' Error

AGENDA DATE^a: 08-03-16 **DEPARTMENT:** Assessor **TIME NEEDED:** 5 min

^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: J. Kolen **PHONE/EXT:** 3257 **TODAY'S DATE:** 07-27-16

BRIEF BACKGROUND OR NOTE^b: Order No. 20327 had an incorrect date of 2015 and should have had a date of 2016

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1)Scriveners' Error Order
- (2)Order No. 20327

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A
(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
3. If job description, Salary Committee reviewed: Yes No N/A
4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Administrative Actions

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Not applicable to Sheriff's Department since they do not have a liaison

BEFORE THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order)
Correcting a Scriveners' Error)
In Order No. 20327)
ORDER NO. _____

WHEREAS, on July 20, 2016, the Board of Curry County Commissioners approved Order No. 20327 which designated a newspaper for the publication of the 2016 Curry County foreclosure list; and

WHEREAS, Order No. 20327 indicates in the caption "in the matter of designating a newspaper for the publication of the 2015 Curry County foreclosure list"; and

WHEREAS, Order No. 20327 should read in the caption "in the matter of designating a newspaper for the publication of the 2016 Curry County foreclosure list;

NOW, THEREFORE THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS that Order No. 20327 is amended and corrected to show that the year of the Curry County Foreclosure list in the caption should in fact read 2016.

DATED this 3rd day of August, 2016.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Susan Brown, Vice Chair

David Brock Smith, Commissioner

Approved as to Form:

John HuttI
Curry County Legal Counsel

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Ward Cemetery plot reconfiguration

AGENDA DATE^a: 08-03-16 **DEPARTMENT:** Surveyor **TIME NEEDED:** 5min

^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: Reily Smith **PHONE/EXT:** 3225 **TODAY'S DATE:** July 19, 2016

BRIEF BACKGROUND OR NOTE^b: Routine replat to better accommodate the needs of the public.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Plat

(1)2 Plat PDFs

(2)

Are there originals in route (paper copies with pre-existing signatures) **Yes** **No**

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? **Yes** **No**
(If Yes, brief detail)
2. Does this agenda item impact any other County department? **Yes** **No**
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? **Yes** **No** **N/A**

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other Return to County Surveyor for recording & filing

Phone: 3225

Due date to send: / /

Email: Smithr@co.curry.or.us

***Note: Most signed documents are filed/recorded with the Clerk per standard process.**

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? **Yes** **No** **N/A**

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses **Yes** **No**
Comment:
2. Confirmed Submitting Department's personnel-related materials **Yes** **No** **N/A**
Comment:
3. If job description, Salary Committee reviewed: **Yes** **No** **N/A**
4. If hire order requires an UA, is it approved? **Yes** **No** **Pending** **N/A**

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: **Administrative Actions**

LEGAL ASSESSMENT: Does this agenda item have a legal impact? **Yes** **No**

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown **Yes** **No**

Commissioner Thomas Huxley **Yes** **No**

Commissioner David Brock Smith **Yes** **No**

Not applicable to Sheriff's Department since they do not have a liaison

PLAT NUMBER _____

INSTRUMENT NO. _____

REPLAT OF BLOCKS 47, 48, 53 AND 54 PLAT No.1 W. J. WARD MEMORIAL CEMETERY

LOCATED IN SE1/4, SECTION 31, T40S, R13W, WILLAMETTE MERIDIAN, CURRY COUNTY, OREGON

PREPARED FOR SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT PO BOX 1083 BROOKINGS, OR 97415 541-661-0725 APM. 40-13-31D TAX LOT 200

SURVEYOR'S CERTIFICATE

I, RICHARD P. ROBERTS HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH THE PROPER MONUMENTS THE LANDS REPRESENTED ON THE ATTACHED MAP.

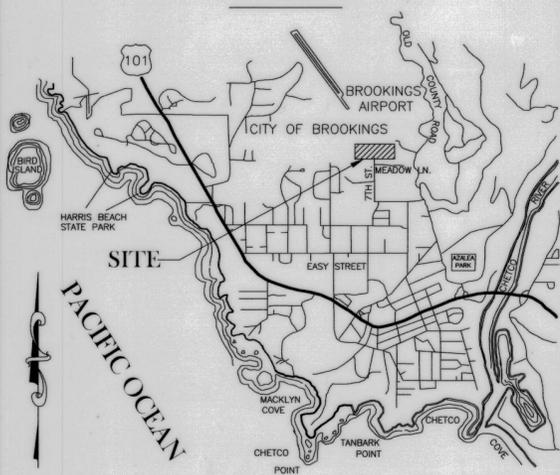
A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 SOUTH, RANGE 13 WEST, WILLAMETTE MERIDIAN, CURRY COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 5/8" x 30" rebar with 1 1/2" aluminum cap stamped "ROBERTS PLS 2730", said point being SOUTH 89°36'28" WEST 38.41 feet and NORTH 00°19'04" WEST 3.64 feet from the 2" iron pipe marking the Initial Point of Plat No. 1 William James Ward Memorial Cemetery, Plat 1949-01; thence North 00°19'04" West a distance of 24.00 feet; thence South 89°53'26" West a distance of 1.00 feet; thence North 00°19'48" West a distance of 12.06 feet; thence North 89°53'26" East a distance of 31.00 feet; thence South 00°19'04" East a distance of 36.06 feet; thence South 89°53'26" West a distance of 30.00 feet to the POINT OF BEGINNING.

BROOKINGS AREA

VICINITY MAP

NO SCALE



DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT THE SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, AN OREGON CORPORATION, IS THE OWNER OF THE LAND REPRESENTED AND DESCRIBED ON THE ACCOMPANYING REPLAT, AND HAVE CAUSED THE SAME TO BE SUBDIVIDED AND PLATTED AS A REPLAT OF A BLOCK 47, BLOCK 48, BLOCK 53 AND BLOCK 54 OF THE WILLIAM JAMES WARD MEMORIAL CEMETERY. SAID CORPORATION DOES HEREBY DEDICATE TO LOT OWNERS, FOREVER, ALL INTERIOR ROADS, WALKS AND MEMORIALS AND MAINTENANCE STRIP. IN TESTIMONY THEREOF, THE SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS CHAIRMAN AND SECRETARY THIS 20th DAY OF June, 2016.

[Signature of Travis Sandusky]

TRAVIS SANDUSKY, CHAIRMAN

[Signature of Genie Cavin]

GENIE CAVIN, SECRETARY

APPROVED FOR CURRY COUNTY, OREGON

COMMISSIONER

COMMISSIONER

COMMISSIONER

ASSESSOR Deputy

COUNTY SURVEYOR APPROVAL

I, REILY H. SMITH, CURRY COUNTY SURVEYOR, HEREBY APPROVE THIS PLAT.

APPROVED THIS 19th DAY OF July, 2016, BY THE [Signature of Reily H. Smith] CURRY COUNTY SURVEYOR

COUNTY CLERK CERTIFICATE

FILED THIS _____ DAY OF _____, 2016, AT _____ O'CLOCK _____ M.

CURRY COUNTY INSTRUMENT No. _____

DRAWER No. _____

COUNTY CLERK

DEPUTY

ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Curry S.S.

BE IT REMEMBERED THAT ON THIS 26th DAY OF June, 2016, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE APPEARED TRAVIS SANDUSKY, CHAIRMAN OF THE SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, AN OREGON CORPORATION, TO ME PERSONALLY KNOWN, WHO BEING DULY SWORN DID SAY THAT SAID CORPORATION IS THE LAWFUL OWNER OF THE TRACT OF LAND SHOWN ON THE ACCOMPANYING REPLAT AND THAT HE DOES HEREBY ACKNOWLEDGE THAT HE SIGNED THE ACCOMPANYING DECLARATION AS HIS FREE AND VOLUNTARY ACT AND DEED. TO ME THAT THEY EXECUTED SAME FREELY AND VOLUNTARILY, IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.



NOTARY PUBLIC [Signature of Mary Charlotte Fox]

MY COMMISSION EXPIRES January 15, 2018

ACKNOWLEDGMENT

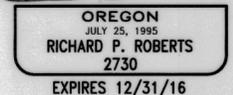
STATE OF Oregon

COUNTY OF Curry S.S.

BE IT REMEMBERED THAT ON THIS 20th DAY OF June, 2016, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE APPEARED GENIE CAVIN, SECRETARY OF THE SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, AN OREGON CORPORATION, TO ME PERSONALLY KNOWN, WHO BEING DULY SWORN DID SAY THAT SAID CORPORATION IS THE LAWFUL OWNER OF THE TRACT OF LAND SHOWN ON THE ACCOMPANYING REPLAT AND THAT SHE DOES HEREBY ACKNOWLEDGE THAT HE SIGNED THE ACCOMPANYING DECLARATION AS HIS FREE AND VOLUNTARY ACT AND DEED. TO ME THAT THEY EXECUTED SAME FREELY AND VOLUNTARILY, IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC [Signature of Mary Charlotte Fox]

MY COMMISSION EXPIRES January 15, 2018



I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL.

RICHARD P. ROBERTS, PLS 2730

Roberts & Associates LAND SURVEYING INC.

611 SPRUCE STREET P.O. Box 1599 Brookings, OR 97415

Ph: 541-469-0162 Fax: 541-469-5456

Table with 2 columns: Field Name and Value. Fields include Drawn By (CEF), Date (06/03/2016), Checked By (RPR), Job No. (16-065), Drawing Name (Prelim Plat), Sheet (1 of 2), and Project Folder (16-065).

PLAT NUMBER _____

INSTRUMENT NO. _____

REPLAT OF BLOCKS 47, 48, 53 AND 54 PLAT No.1 W. J. WARD MEMORIAL CEMETERY

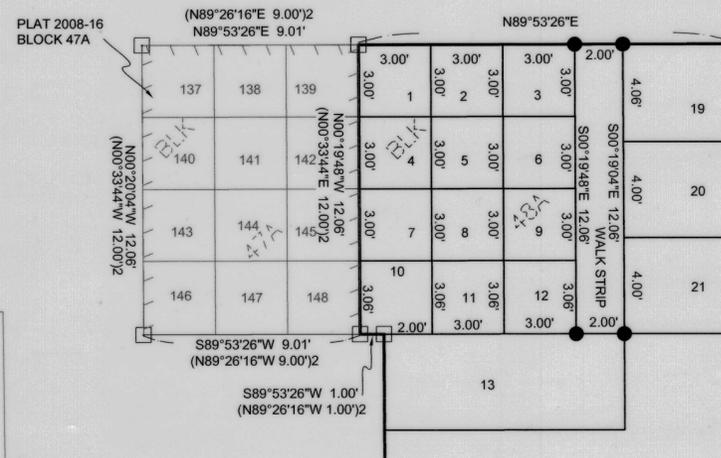
LOCATED IN
SE1/4, SECTION 31, T40S, R13W,
WILLAMETTE MERIDIAN, CURRY
COUNTY, OREGON

PREPARED FOR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT

PO BOX 1083
BROOKINGS, OR 97415
541-661-0725
APM. 40-13-31D TAX LOT 200

DETAIL "B"

SCALE: 1"=5'



NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO REPLAT BLOCKS 47, 48, 53 AND 54 OF PLAT No. 1 OF THE W. J. WARD MEMORIAL CEMETERY BEARINGS FOR THIS SURVEY ARE OREGON COORDINATE REFERENCE SYSTEM (OREGON COAST ZONE) AS DEFINED IN OREGON ADMINISTRATIVE RULES 734-005-0005 THRU 734-005-0015, AND MEASURED BETWEEN TWO FOUND MONUMENTS ALONG THE WEST LINE OF THE FIRST ADDITION TO THE W. J. WARD MEMORIAL CEMETERY, AND FOUND TO BE NORTH 00°48'56" WEST, THE BEARING WAS DETERMINED BY GEODETIC QUALITY, GLOBAL POSITIONING SYSTEM OBSERVATIONS TAKEN ON JUNE 03, 2016. THE OBSERVATIONS WERE CONSTRAINED TO THE OREGON REAL-TIME (GPS) REFERENCE NETWORK (ORGN) REFERENCED TO NAD 83(2011) EPOCH 2010, WITH A RELATIVE ACCURACY OF <2cm. EQUIPMENT USED WAS A LEICA ATX1230 SMART ROVER.

"OCRS" COORDINATES

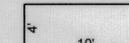
CORNER	NORTHING	EASTING
"A"	233114.816	378550.737
"B"	232951.870	378553.056
"C"	232951.538	378504.644

LINE	BEARING	DISTANCE
L1	S00°48'56"E	3.50'
L2	N00°19'04"W	3.64'

TYPICAL
ASH PLOTS
EXCEPT LOTS 10, 11 & 12



TYPICAL
ADULT PLOTS
EXCEPT LOTS 19 & 28



LEGEND

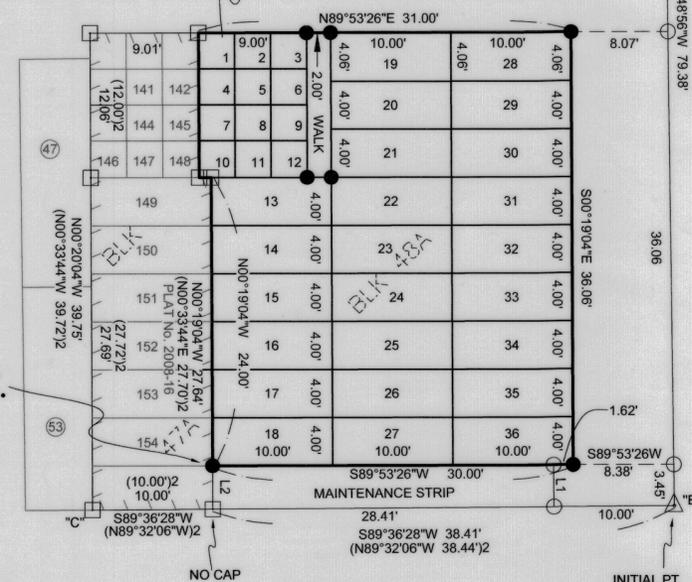
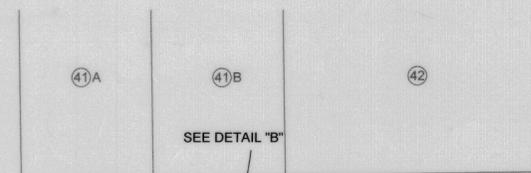
- SET 5/8" X 30" IRON REBAR WITH 1 1/2" ALUMINUM CAP STAMPED "ROBERTS PLS 2730".
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MKD" STUNTZNER ENG" PER PLAT No. 2008-16.
- ⊗ FOUND 1/2" IRON PIPE PER 1ST ADDITION PLAT No. 1966-02.
- △ FOUND 2" IRON PIPE (DOWN 1.1') INITIAL POINT PLAT No. 1 (1949-01) AND INTIAL PT OF THE 1ST ADDITION TO THE WJ WARD CEMETERY (1966-02)
- CALCULATED POSITION.
- (1) RECORD PER 1ST ADDITION PLAT No. 1966-02.
- (2) RECORD PER PLAT No. 2008-16.

GRAPHIC SCALE



DETAIL "A"

SCALE: 1"=10'



INITIAL PT.

PLAT 2008-16
BLOCK 47A

REPLAT AREA
BLOCK 48A
SEE DETAIL "A"

BASIS OF BEARINGS
(N00°02'07"E 163.00')2
(NORTH 163.00')1
(N00°48'56"W 182.96'
(20.00')1
(79.38'
(79.50')1

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 25, 1995
RICHARD P. ROBERTS
2730
EXPIRES 12/31/16

I HEREBY CERTIFY THAT THIS IS A TRUE
AND EXACT COPY OF THE ORIGINAL.

RICHARD P. ROBERTS, PLS 2730

Roberts & Associates
LAND SURVEYING INC.

611 SPRUCE STREET
P.O. Box 1599
Brookings, OR 97415

Ph: 541-469-0162
Fax: 541-469-5456

Drawn By: CEF	Date: 06/03/2016
Checked By: RPR	Job No. 16-065
Drawing Name: Prelim Plat	Sheet 2 of 2
Project Folder: 16-065	

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US

AGENDA ITEM TITLE: Reassignment to Department Specialist with pay increase

AGENDA DATE^a: 08-03-2016 **DEPARTMENT:** Surveyor **TIME NEEDED:** 5min

^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: Reily Smith **PHONE/EXT:** 3225 **TODAY'S DATE:** July 27, 2016

BRIEF BACKGROUND OR NOTE^b: Barbara (Bobbi) Boice has been helping this office out, on a temporary basis, to index and enter into an Excel spreadsheet the unfiled maps in. These will be posted on the County Website for public reference to assist with their property research. When funding for irregular help for this department runs low, Bobbi will return to the Secretarial Pool List (as okayed by Julie Swift). She is doing the work of the department specialist that normally starts at \$12.00 per hour. This request is to increase her pay to \$12.00 per hour.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1).
- (2)

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

- 1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail)
- 2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail)
- 3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

- File with County Clerk
- Send Printed Copy to:
- Email a Digital Copy to:
- Other

Name:
Address:
City/State/Zip:

Phone: 3225
Email: Smithr@co.curry.or.us

Due date to send: / /

***Note: Most signed documents are filed/recorded with the Clerk per standard process.**

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A
(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

- 1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
- 2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
- 3. If job description, Salary Committee reviewed: Yes No N/A
- 4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Adminstrative Actions

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No
Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith **Yes** **No**

Not applicable to Sheriff's Department since they do not have a liaison

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Department Specialist - Surveyor

EXEMPT: No
SALARY LEVEL: OPEU-6
SUPERVISOR: County Surveyor
PREPARED BY: County Surveyor

February 2015

POSITION SUMMARY:

Performs complex clerical duties to maintain and process records and forms in direct support of departmental programs; answers questions regarding departmental policies, procedures and services; does related work as directed; assists public in person and on the phone

ESSENTIAL DUTIES AND RESPONSIBILITIES:

An employee in this classification will perform many of the same duties as a Department Specialist I. Incumbents in this class work with considerable independence. Employees in the class are responsible for completing tasks at all phases of the departmental function (from start to finish). Completing work assignments will frequently require the interpretation of governing regulations, policies and procedures. Work is performed under general supervision and is reviewed primarily through results obtained.

EXAMPLES OF WORK: *Illustrative only*

Any single position of a class will not necessarily involve all of the duties listed, and many positions will involve duties which are not listed.

1. Duties performed by a Department Specialist I.
2. Helps maintain financial and other office records as applied to budgeting, payments, deposits, daily cash transactions, billing, etc.
3. Provides assistance to the general public.
4. Maintains office supply inventories.
5. May assist County Surveyor in field survey related work, if necessary.
6. Performs any other duties that may be required to fulfill the requirements of the office.

JOB DESCRIPTION
JOB TITLE: Department Specialist - Surveyor - Page 2

DESIRABLE QUALIFICATIONS:

In addition to the knowledge, abilities and skills required of a Department Specialist I:

Knowledge of -

Thorough knowledge of business English, spelling and punctuation.
Considerable knowledge of general office practices and procedures; different filing systems; the operations, policies, procedures, terminology and governing laws of the assigned department.

Ability to -

Be self-motivated to establish priorities and organize own workload.
Follow oral and written directions with a minimum of supervision.
Establish and maintain cooperative working relationships with those contacted in the course of work.
Make decisions within prescribed policies and procedures.

Computer literacy using PC Windows applications essential. Competency in MsAccess database, data file management, word processing, etc., required.

Strict attention to detail is vital

This position demands a highly organized and motivated individual. A heavy, fast paced workload is normal which entails complex technical tasks, considerable public interaction and ability to manage several ongoing projects concurrently.

EDUCATION AND/OR EXPERIENCE:

High school graduation or equivalency; minimum two years of experience performing responsible clerical work; or any satisfactory equivalent combination of experience and training which demonstrates the ability to perform the above described duties.

Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.

**BEFORE THE BOARD OF CURRY COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON**

**IN THE MATTER OF THE HIRING OF)
A NEW EMPLOYEE)**

ORDER NO: _____

WHEREAS, it is the recommendation of Reily Smith, County Surveyor, that the following person be hired to fill the position identified below at the specified salary range, step, rate of pay, and status:

Name	Position	Salary Range/Step	Rate	Status
Barbara E. Boice	Department Specialist	n/a	\$12.00/hour	Irreg.

WHEREAS, the Board of Commissioners of Curry County, a political subdivision of the State of Oregon, is in agreement with the above stated recommendation;

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of August 3, 2016.

Dated this _____ day of _____, 20__.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Hutt
Curry County Legal Counsel

Susan Brown, Vice Chair

David Brock Smith, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US

AGENDA ITEM TITLE: New Hire County Accountant - L. Kallstrom

AGENDA DATE^a: 8/3/16 **DEPARTMENT:** BOC **TIME NEEDED:** 5 min

^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: Tom Huxley **PHONE/EXT:** 32313 **TODAY'S DATE:** 7/27/16

BRIEF BACKGROUND OR NOTE^b: Hires Louise Kallstrom to replace Gary Short who retired March 5, 2016

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1) Order
- (2) Job Description

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A
(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
3. If job description, Salary Committee reviewed: Yes No N/A
4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: **Administrative Actions**

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Not applicable to Sheriff's Department since they do not have a liaison

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: County Accountant (Finance Director)

EXEMPT:	Yes	
SALARY LEVEL:	E-13	
SUPERVISOR:	Board of Commissioners	
PREPARED BY:	Finance Department	January 2016

POSITION SUMMARY:

Employee in this class is responsible for the fiscal operations of the County. This position acts as the department head for the Finance Department. Work is performed under the direction of the County Board of Commissioners, who outline general departmental goals and policies and review work for effectiveness through periodic meetings and analysis of reports. This position provides accounting support to all departments.

Areas of responsibility include, but are not limited to, financial planning and reporting, accounts payable, accounts receivable, payroll, human resources and budgeting. This position is responsible for enforcing and assuring compliance with County financial policies/procedures and other government standards. Performs all obligations by ORS 210. This position is designated as the County Budget Officer as required by ORS 294.331.

Individual in this position serves at the pleasure of the Curry County Board of Commissioners.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

May include, but are not limited to the following; other duties may be assigned as required.

BUDGETARY

1. Compiles preliminary annual County budget documentation from departmental requests and acts as County Budget Officer at all budget workshops, meetings, and hearings.
2. Sets budget workshop, committee meeting and hearing schedules with liaison commissioner for BOC approval.
3. Prepares an estimate of projected revenues and expenditures; computes the needed tax levy for publication in the newspaper of record prior to the Budget Hearing in which the annual budget is adopted.
4. Meets with the department heads and commissioners as requested to assist in formulation of budget documentation.
5. Prepares and publishes all required legal notices for Budget Committee Meetings and the Budget Hearing for the Board of Commissioners.

JOB DESCRIPTION
JOB TITLE: County Accountant (Finance Director) - Page 2

ESSENTIAL DUTIES AND RESPONSIBILITIES: (cont.)

6. Prepares the final budget and resolution for formal adoption of the annual budget reflecting all final changes that may have been made at the Budget Hearing.
7. Monitors department budgets by maintaining a system of control to ensure that expenditures are compared to appropriations (budgets).

ACCOUNTING

1. Directs the operation of the central accounting system for the County and its agencies in a manner consistent with established accounting principles and practices (GASB, ORS, etc.). Reviews reports prior to distribution for accuracy and reasonability.
2. Prepares financial, cost and statistical data and reports for management purposes and to meet statutory requirements. Develop/create new approaches to monitor the County's operations.
3. Oversees all payroll bookkeeping that affects the County general ledger.
4. Directs the auditing and approval of documentation of all claims for payment.
5. Develops/approves recommendations for improvement and oversees the implementation of those revisions to the accounting system.
6. Reconciles all subsidiary ledgers for County departments to County General Ledger.
7. Maintains reporting and depreciation for fixed assets to include recordation of all acquisitions and dispositions as well as periodic physical inventory.
8. Reviews usage of departmental checking accounts to insure compliance with policies established for their use by the Finance Department and the Board of County Commissioners
9. Maintains grant and contract accounting for year end audit reports.
10. Prepares annual financial statements and needed documentation for the audit. Coordinates information required for annual independent audit and provides support as needed.
11. Provides financial counsel to the County staff on all aspects of County finance.
12. Serves at the pleasure of the BOC on special projects to provide financial counsel.

SUPERVISION RESPONSIBILITIES:

Supervises all positions in the Finance Department. Reviews the performance of each staff member on an annual basis. Monitors the development of each staffer according to the development plan agreed to during the annual review.

JOB DESCRIPTION
JOB TITLE: County Accountant (Finance Director) - Page 3

QUALIFICATION REQUIREMENTS:

Thorough Knowledge of -

The principles and practices of governmental accounting and budgeting and their application in a County setting

Application of data processing in governmental finance and accounting

The application and use of an automated data processing/ accounting software package in a complex government setting

The application and use of computer applications such as Excel and Microsoft Word.

Considerable Knowledge of -

Oregon Revised Statutes and federal regulations pertaining to accounting, budget preparation and maintenance, audit requirements and documentation preparation

Ability to -

Efficiently plan, organize and direct work schedules to meet mandatory deadlines on a daily, weekly, monthly and annual basis

Interpret and implement new regulations pertaining to accounting and budgeting

Communicate effectively both verbally and in writing to include the composition of clear and concise reports and presentation of same.

Operate 10-key adding machine by touch with speed and accuracy; personal computer and other business machines as needed for the job

Maintain effective working relationships with other employees and County Departments, officials, and community leaders

Plan, implement, monitor, and modify standardized and specialized accounting methods, procedures, forms and records to meet the needs and requirements of the County.

Be bonded.

JOB DESCRIPTION

JOB TITLE: County Accountant (Finance Director) - Page 4

EDUCATION AND/OR EXPERIENCE:

Bachelor's degree with major course work in accounting or finance; five years of progressively responsible work in governmental budgeting and accounting (two in a supervisory position); or any satisfactory equivalent of experience and training. Masters in accounting, finance, or public administration preferred.

Valid Oregon Driver License.

PHYSICAL DEMANDS:

Position requires reading reports for extended periods. Manual dexterity is required for the operation of office equipment including, but not limited to, 10-key adding machine and computer. Hearing is required sufficient to use a telephone and to communicate with others. Stress is a factor in this position. Ability to work long hours when required; often on weekends to complete assigned duties on schedule.

Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.

WORK ENVIRONMENT:

Position generally works in an office environment with minimum to moderate noise levels. Occasional need to travel over night for meetings or conferences.

**BEFORE THE BOARD OF CURRY COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON**

**IN THE MATTER OF THE HIRING OF)
A NEW EMPLOYEE)**

ORDER NO: _____

WHEREAS, it is the recommendation of Thomas Huxley, Curry County Commissioner, Chair, that the following person be hired to fill the position identified below at the specified salary range, step, rate of pay, and status:

Name	Position	Salary Range/Step	Rate	Status
Louise A. Kallstrom	County Accountant	E13-B.5	\$4970/mo	FT

WHEREAS, the Board of Commissioners of Curry County, a political subdivision of the State of Oregon, is in agreement with the above stated recommendation;

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of August 15, 2016.

Dated this _____ day of _____, 20__.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Hutt
Curry County Legal Counsel

Susan Brown, Vice Chair

David Brock Smith, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Airport Hangar Lease 3A with Tyson Essenmacher

AGENDA DATE^a: 2016-08-03 **DEPARTMENT:** Counsel **TIME NEEDED:** 5 min

^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: Huttl **PHONE/EXT:** 3218 **TODAY'S DATE:** 07-25-16

BRIEF BACKGROUND OR NOTE^b: T. Essenmacher purchased hangar from T. Moore No. 3A

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Lease

- (1) Order
- (2) Lease with Attachments

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

- 1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail)
- 2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail)
- 3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name: Tyson Essenmacher

Send Printed Copy to:

Address: 19921 Whaleshead Rd. B-8

Email a Digital Copy to:

City/State/Zip: Brookings, OR 97415

Other

Phone:

Due date to send: / /

Email:

***Note: Most signed documents are filed/recorded with the Clerk per standard process.**

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

- 1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
- 2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
- 3. If job description, Salary Committee reviewed: Yes No N/A
- 4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Administrative Actions

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Not applicable to Sheriff's Department since they do not have a liaison

AFTER RECORDING RETURN TO/
AND SEND TAX STATEMENTS TO:

Tyson Essenmacher
19921 Whaleshead Road B-8
Brookings, Oregon 97415

LEASE FOR NONCOMMERCIAL AIRPLANE HANGAR SITE
AT BROOKINGS AIRPORT

LESSOR: CURRY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON,
hereinafter called "COUNTY", 94235 Moore Street, Suite 122, Gold Beach, OR 97444.

LESSEE: Tyson Essenmacher

LEASEHOLD PREMISES: BROOKINGS AIRPORT HANGAR SITE # 3A

INITIAL TERM OF LEASE: July 1, 2016 TO June 30, 2021

RECITAL:

COUNTY, as owner of the Brookings Airport, Curry County, Oregon, desires to lease to LESSEE, and LESSEE desires to lease from COUNTY, a noncommercial aircraft hangar site located at the Brookings Airport.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS, CONDITIONS AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. Description of Premises.

COUNTY, as owner of the Brookings Airport, Curry County, Oregon, agrees to lease to LESSEE a noncommercial aircraft hangar site of approximately 1720 square feet (including a 5' apron around the building) as follows:

Hangar Site #3A located at the Brookings Airport, Curry County, Oregon, as shown on Exhibit "A" and Exhibit "A-1" including the square footage designated in Exhibit "A-2", and Exhibit "B" all of which exhibits are attached hereto and incorporated herein by this reference.

SECTION 2. Initial Lease Term.

This lease term begins July 1, 2016, and ends June 30, 2021.

SECTION 3. Rent.

3.1 Basic Rent. LESSEE agrees to pay to COUNTY rent in a base amount of \$412.80 (\$.24 per square foot) for fiscal year 2016-2017 for the 1720 square foot aircraft hangar (includes apron). Initial rent shall be paid on or before execution of the lease.

3.2 Payment of rent for each subsequent year of the lease shall be paid in full annually on or before the annual anniversary of the first day of the lease.

3.3 For each anniversary of the initial year, whether notice is given or not, rent shall be adjusted for inflation based upon the Portland Consumer Price Index (CPI) for the period ending in December of the previous year. The base for computing the adjustment is the CPI (U) published by the United States Department of Labor, Bureau of Labor Statistics (Index).

3.4 If the Portland CPI is discontinued during the term or after lease renewal, COUNTY may select any other government index or computation for replacement to obtain substantially the same result as would have been obtained if the Portland CPI had not been discontinued.

SECTION 4. Option to Renew Lease.

4.1 If the lease is not in default, LESSEE shall have the option to apply for a renewal of this lease for an additional term of five (5) years. The option to renew shall be allowed so long as LESSEE complies with the provisions of this section and signs an extension agreement, including any reasonable modifications consistent with the provisions of this lease.

4.2 The application to renew shall be exercised by giving written notice to COUNTY at least sixty (60) days, and not more than one hundred eighty (180) days prior to the last day of the expiring term.

4.3 Any renewals of this lease shall be on substantially the same terms and conditions as the initial lease. (Provided however, that within one hundred eighty (180) days but not less than sixty (60) days prior to the termination of a five (5) year term) COUNTY may submit to LESSEE an extension agreement specifying any changes in the terms within thirty (30) days of receiving LESSEE'S written application for renewal.

4.4 If LESSEE agrees to the terms and wishes to renew the lease for another term, LESSEE shall send to COUNTY the signed extension agreement prior to the last day of the expiring term. The lease extension shall be binding when the extension agreement is fully executed by the parties.

4.5 If LESSEE exercises the option to renew, but fails to sign the extension agreement prior to the last day of the lease term, this lease shall terminate on the last day of the current five (5) year term.

SECTION 5. Use of Premises.

LESSEE shall use the leased premises solely for NONCOMMERCIAL aeronautical purposes. Use is limited exclusively to the storage of aircraft and aircraft-related supplies.

SECTION 6. Airport Regulations.

The flights conducted at this airport shall conform to all applicable Federal Aviation Regulations, Oregon Aviation Laws, and traffic patterns as established at the airport.

SECTION 7. Registration.

LESSEE understands and agrees that any aircraft hangared by LESSEE on the premise covered by this lease at the Brookings Airport shall be registered with the State of Oregon Department of Aviation, annually, in compliance with ORS 837.015 "Registration of Aircraft." In addition, all resident pilots operating such aircraft shall be registered with the State of Oregon Department of Aviation, as required by ORS 837.020.

SECTION 8. Entry onto Premises.

LESSEE agrees to permit COUNTY to enter onto the leased premises at any time for the purpose of

ascertaining compliance with the terms and conditions of this lease. Except in case of an emergency, agreement to the contrary by LESSEE, or unless it is impracticable to do so, COUNTY shall give LESSEE at least twenty-four (24) hour notice of COUNTY'S intent to enter and may enter only at reasonable times.

SECTION 9. Construction or Alteration.

Prior to the start of any construction or alteration on the leased premises, LESSEE shall submit to COUNTY a copy of all the required city/county building permits along with the final plans and specifications. No construction or alteration shall be started without COUNTY'S prior written approval. Notice of any and all proposed construction or alterations shall be submitted through COUNTY to the Federal Aviation Administration on FAA Form 7460-1, "Notice of Proposed Construction or Alteration" as prescribed in Section 77.17 (FAR). LESSEE shall complete construction or alteration within twelve (12) months of execution of this lease. The project shall be similar in color, structure, and appearance to other construction in the Brookings Airport.

SECTION 10. Improvements.

All improvements made on the leased premises shall remain the property of LESSEE and shall be removed by LESSEE within thirty (30) days following the expiration or termination of this lease, unless otherwise agreed to by COUNTY, and except as otherwise provided.

SECTION 11. Protection of the Airport's Imaginary Surfaces.

COUNTY shall have the right to take any action it considers necessary to protect the airport's imaginary surfaces, as defined by Federal Aviation Regulations, Part 77. COUNTY reserves the right to prevent LESSEE from erecting, or permitting to erect, any building or other structure on the airport which, in the opinion of COUNTY, would limit the usefulness of the airport or constitute a hazard to aircraft.

SECTION 12. Maintenance.

LESSEE shall keep the leased premises as shown on Exhibits "A" and "A Part-4" in a safe condition at all times. In addition, LESSEE shall maintain the leased premises in a reasonably clean and neat fashion, and shall not permit the accumulation of rubbish, junk, aircraft or automobile parts or any other material on the premises.

LESSEE shall not dump any chemical or petroleum products on the leased premises or airport property. In addition, LESSEE shall recycle petroleum products and dispose of chemical wastes in accordance with the Oregon Department of Environmental Quality's rules and regulations which are available to LESSEE by contacting the Oregon Department of Environmental Quality. Cleanup of intentional dumping or accidental spillage as a result of LESSEE'S actions will be the responsibility of the LESSEE and shall be carried out in accordance with Department of Environmental Quality standards.

SECTION 13. Landscaping.

If LESSEE chooses to landscape the leased premises, such landscaping shall be limited to low-growing shrubs and plants. LESSEE also agrees to keep any grass mowed on the leased premises and along its taxiway.

SECTION 14. Fire Prevention.

LESSEE shall exercise due care to prevent and control fires on the premises, and to that end shall not store gasoline or other flammable items in LESSEE'S hangar. LESSEE further agrees to abide by the pertinent rules and

regulations set forth by the local, county and state fire marshals.

SECTION 15. Destruction of Hangar or Improvements.

In the event that the hangar on the leased premises is destroyed during the term of this lease, LESSEE shall have the option of restoring the premises to its original condition, or of terminating this lease by giving written notice of termination within thirty (30) days after destruction of the hangar. In the event that a hangar is destroyed or damaged, LESSEE shall replace, repair, or remove the hangar within a reasonable time as determined by COUNTY. If LESSEE fails to replace, repair, or remove the hangar within a reasonable time, then the provisions of SECTION 30 Termination, shall apply.

SECTION 16. Compliance with Law.

LESSEE shall observe and obey all laws, ordinances, rules and regulations promulgated by any lawful authority of the United States, the State of Oregon, or any municipal subdivision having authority over or jurisdiction of the premises. This includes, but is not limited to safety, health, sanitary, fire, electrical and building codes, zoning and state and local comprehensive plans.

SECTION 17. Hold Harmless and Insurance.

LESSEE shall conduct its activities under this lease at LESSEE'S own risk. LESSEE shall hold harmless and indemnify COUNTY, its agents, officers and employees from any and all damages, demands, suits or actions whatsoever resulting from or because of, any damage to property, injury or death to any person(s) arising out of any action or omissions by LESSEE or LESSEE'S contractors, employees or agents.

LESSEE agrees during the term hereof, to keep a policy of general liability insurance in effect, with respect to the leased premises with minimum coverage of \$1,000,000.00 combined single limits. The policy shall name County as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving County at least thirty days prior written notice. The insurance shall be in an insurance company registered to do business in the State of Oregon and a copy of the policy or the certificate of insurance shall be delivered to Lessor.

SECTION 18. Taxes and Liens, and Utilities.

LESSEE agrees to keep the leased premises free and clear of all liens and encumbrances and agrees to promptly pay any and all taxes levied thereon and on any improvement made or placed thereon subject to such taxes. LESSEE shall be responsible for ensuring that any taxable improvements are lawfully brought to the attention of the tax assessor. COUNTY shall have the right, but not the obligation, during the term of this lease and any renewal thereof, to pay any taxes or other charges on the leased land remaining unpaid by LESSEE after the same has become due and payable.

LESSEE shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the leased Premises, including but not limited to charges for water, sewage disposal, electricity, garbage disposal and telephone services.

SECTION 19. Access and Automobile Parking.

No motor vehicle belonging to LESSEE, except aircraft, shall be allowed on the airport runway, taxiway or

adjacent airport land, except in areas specifically designated for motor vehicle use.

SECTION 20. Future Agreements.

Any future agreement between the parties relative to this agreement shall be ineffective to modify or discharge this agreement, in whole or in part, unless such agreement is in writing and signed with the same formalities as this instrument.

SECTION 21. No Assignment Without Consent.

WARNING: THIS LEASE SHALL NOT BE ASSIGNED, NOR THE PREMISES SUBLET, WITHOUT EXPRESS PRIOR WRITTEN APPROVAL BY COUNTY. SUBLETTING CONSTITUTES A COMMERCIAL OPERATION, AND ANY COMMERCIAL LEASE MUST BE NEGOTIATED. LEASE RIGHTS HEREIN SHALL NOT AUTOMATICALLY PASS WITH THE SALE OF THE STRUCTURES.

The proposed purchaser or LESSEE must negotiate and execute an agreement with COUNTY to obtain lease rights. Acceptance of any purchaser or LESSEE shall not be unreasonably withheld. The assignment and resulting paperwork shall be subject to a \$50.00 service fee.

SECTION 22. Subordination to Federal-State Agreements.

22.1 The provisions of this lease shall be subordinate to any existing or future agreement between COUNTY and the United States relative to the operation or maintenance of the Brookings Airport. This subordination may be required as a condition precedent to the receipt of federal funds for the development of the airport. Failure of LESSEE to comply with any of the requirements of any existing or future agreement between COUNTY and the United States shall be cause for termination of LESSEE'S rights hereunder.

22.2 During a time of war or national emergency, COUNTY shall have the right to lease the landing area or any part thereof to the United States government for military or other federal government purposes. If such lease is executed, the provisions of this lease inconsistent with the provisions of the lease to the government shall be suspended.

SECTION 23. County's Right to Develop the Airport.

COUNTY reserves its right to further develop or improve the airport facility on COUNTY property in accordance with its duty to develop aviation within the state as dictated by the demands of air traffic and aviation safety.

SECTION 24. Maintenance of Airport.

COUNTY shall maintain the runways, public taxiways and aircraft parking areas. It is mutually understood that COUNTY retains sole authority to determine the methods and schedules by which any maintenance or necessary construction is to be performed. COUNTY shall have the right to close the airport whenever it deems necessary for reasons of public safety or convenience. No advance notice shall be necessary when closure of the airport is by reason of weather, acts of God, or other unforeseen circumstances.

SECTION 25. No Exclusive Right.

It is understood and agreed by the parties hereto that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308 of the Federal Aviation Act of 1958. It is

clearly understood and agreed by the parties hereto that LESSEE may choose to perform any service on its own aircraft that it is legally qualified to perform.

SECTION 26. Authority.

Any and all powers and authority conferred upon LESSEE by this lease shall be strictly construed, and no other powers may be lawfully exercised by LESSEE without COUNTY'S prior written consent. LESSEE shall not have any authority to act on behalf of COUNTY, or to bind COUNTY to any third party, contractually or otherwise, except as is expressly stated herein.

SECTION 27. Non-Discrimination.

COUNTY will not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap:

- (a) Deny an individual any services or other benefits provided under this Agreement
- (b) Provide any services or other benefits to an individual which are different or are provided in a different manner from those provided under this Agreement
- (c) Subject an individual to segregation or separate treatment in any matter related to the receipt of any service(s) or other benefits under this Agreement.

SECTION 28. Notice of Breach of Contract Terms.

In the event of a breach of any of the terms of this lease agreement, each party to the agreement shall have the option of giving written notice of the breach to the party in default. If the conditions of breach are not corrected within thirty (30) days of the receipt of the notice of the breach, the injured party shall have the option of declaring the breaching party in default.

SECTION 29. Conditions of Default.

The following occurrences shall be deemed conditions of default on the part of Lessee:

- (a) LESSEE is declared involuntarily bankrupt or files a bankruptcy petition.
- (b) Abandonment of the leased premises by LESSEE for a period in excess of ninety (90) days even though the lease is paid current. No abandonment shall be deemed to have occurred if COUNTY has received written notice of temporary hangar vacancy or lessee's temporary absence.
- (c) LESSEE'S failure to pay rent within thirty (30) days after receiving written notice of the breach.
- (d) COUNTY or LESSEE'S failure to correct any breach of the terms, covenants and conditions contained herein within thirty (30) days after receiving written notice of the breach.

Written notice of ANY default shall be served by delivery in person, or by certified mail, to the party in default. For good cause shown, the party sending notice of default may, at its sole option, grant a reasonable extension of time, in excess of the thirty (30) day period set forth above, to cure the default.

SECTION 30. Termination for Default

In the event that this lease has been declared in default as provided above the party not in default may, at injured party's option, terminate this lease without further notice to the defaulting party. In the event that LESSEE is

the defaulting party, all rights, powers and privileges of LESSEE hereunder shall cease and LESSEE shall immediately vacate the leasehold, making no claim of any kind against COUNTY, its agents or representatives by reason of such termination.

Re-occurrence of the same condition for which the defaulting party has previously been served notice in any twelve (12) month period may result in automatic termination of this lease.

SECTION 31. Payment of Costs upon Default.

In the event of the breach of any terms, conditions or provisions of this lease and in all cases of default, the prevailing party shall be entitled to collect costs and expenses, including reasonable attorney fees incurred in enforcing any of the terms and conditions of this lease.

SECTION 32. Termination for Reasons Unrelated to Default

This lease shall automatically terminate upon any of the following circumstances, and rent shall be pro-rated as of the date of termination:

- (a) Mutual written agreement of the parties;
- (b) LESSEE'S sale, subject to written notice to COUNTY, of LESSEE'S hangar, improvements and fixtures. In such case, LESSEE shall present COUNTY with one or more prospective buyers/lessees acceptable to COUNTY. LESSEE shall notify COUNTY, in writing, thirty (30) days in advance of any proposed sale to allow adequate time for COUNTY to approve the buyer and draw new lease documents. The lease shall terminate upon execution of the lease by the new buyer.

- (c) COUNTY'S purchase of the LESSEE'S improvements and fixtures with LESSEE'S consent. To exercise this option, COUNTY shall notify LESSEE in writing and shall make a written offer for such improvements and fixtures. The lease shall terminate on the closing date of the sale.

SECTION 33. Lessee's Rights Upon Termination after County's Default

In the event that this lease or any renewal thereof is terminated by virtue of a default by COUNTY, LESSEE shall have the following rights and obligations with regard to permanent improvements and fixtures owned by LESSEE and placed on the leased premises by LESSEE:

- (a) Sell LESSEE'S hangar and improvements to COUNTY at fair market value and receive a rent refund prorated as of the date of termination for the unused term of the lease. If the parties cannot agree on a purchase price, the value of the improvements shall be determined by a qualified appraiser agreed upon by both COUNTY and LESSEE. An appraiser shall be appointed within fifteen (15) days of written request by either party. If the parties cannot agree on an appraiser, an independent appraiser shall be appointed by a Circuit Court Judge seated in Curry County. Purchase shall be completed within ninety (90) days of determining the purchase price by agreement or appraisal.
- (b) Remove LESSEE'S improvements within ninety (90) days of the date of termination, and receive a rent refund prorated as of the date of termination for the unused term of the lease. If improvements are not fully removed at the end of ninety (90) days, SECTION 37 shall apply.
- (c) Exercise any other legal remedies available to LESSEE.

SECTION 34. Termination for Airport Development.

In the event that COUNTY should make a determination that the leased premises are required by COUNTY for airport development, COUNTY shall, providing other suitable space is available on airport property, submit to LESSEE an alternative site for its consideration. In the event that LESSEE chooses to relocate on a site submitted by COUNTY, COUNTY shall relocate LESSEE to a new site by either moving LESSEE'S present improvements or by constructing improvements comparable to those occupied by LESSEE before the relocation to a new site. The decisions to move the existing improvements or to construct comparable improvements shall be at the sole discretion of COUNTY. Any improvements owned by LESSEE which are not moved, but replaced, shall become the property of COUNTY, and title to same shall be properly conveyed to COUNTY by LESSEE. All terms and conditions of this lease or any renewal thereof shall continue in full force and effect as to the relocated leasehold; PROVIDED, HOWEVER, that LESSEE'S obligation to pay all contractual fees shall be waived for the amount of time LESSEE is required to suspend operation as a result of the relocation. Space at such relocated site shall be leased to LESSEE at the rate per square foot which is in effect on the date relocation is completed, and shall remain in effect for the balance of that lease year. In the event that no suitable space is available at the airport for LESSEE'S relocation or LESSEE chooses not to relocate, this lease may be terminated by either party. LESSEE shall vacate said site upon ninety (90) days written notice by COUNTY. LESSEE shall have the option of requiring COUNTY to pay fair market value for the improvements as determined by the procedures established in SECTION 33. If LESSEE exercises this option, title to said improvements shall be properly conveyed to COUNTY by LESSEE. If LESSEE does not exercise its option as referred to above or the parties hereto cannot agree on a purchase price for the improvements, LESSEE agrees to remove all of its improvements from the property within ninety (90) days following the date of termination as set forth in SECTION 33(b).

SECTION 35. Termination Upon Necessary Closure of the Airport.

Should COUNTY determine that it is necessary and advisable that this airport be abandoned or closed due to the development of uncontrollable hazards to flight operations, lack of public use, prohibitive maintenance costs, legislative actions or other just cause, COUNTY shall have the right to terminate this lease on ninety (90) days written notice to LESSEE and the provisions of Section 33(b) shall apply.

SECTION 36. Transfer of Airport to Other Ownership.

In the event that the airport is transferred into other ownership, COUNTY agrees to make diligent effort, as a condition of the transfer, to secure in writing the transferee's prior assurance that the transferee will, by acceptance of ownership of the airport, assume COUNTY'S responsibilities under terms and conditions of this lease.

SECTION 37. Restoration of Premises to County upon Termination.

If this lease is terminated for any reason either by COUNTY or LESSEE, and LESSEE:

- (a) fails to vacate the leasehold;
- (b) fails to leave the premises in as good as condition as when LESSEE first took possession; or,

(c) fails to remove and dispose of LESSEE'S improvements; or, when such remedy is provided elsewhere in this agreement, fails to procure a buyer satisfactory to COUNTY within ninety (90) days of termination;

In any of the above circumstances, COUNTY reserves the right to remove any improvements, restore the premises to its original condition and collect from LESSEE all of the costs of removal and/or restoration. If COUNTY does not exercise its rights to remove the improvements, the improvements shall become the property of COUNTY. LESSEE shall have no possessory claim of any kind against COUNTY, its agents or representatives by reason of any termination where LESSEE has failed to timely exercise its remedies as provided herein, except that LESSEE may pursue any claim for monetary damages as a result of COUNTY'S default if any.

SECTION 38. Holding Over.

Any holding over after the expiration of the term of this lease, unless LESSEE has exercised its option to renew, shall result in a monthly rate to be determined by COUNTY. Holding over shall be at the sufferance of COUNTY, and is subject to termination on thirty (30) days written notice by COUNTY.

SECTION 39. No Warranty of Non-interference by Entities Outside County's Control.

The parties hereto understand and recognize that the actions of local governmental units, of parties holding land or living adjacent to the Brookings Airport, and of governmental entities not subject to COUNTY'S influence and control, may have, in the future, adverse impacts upon the number and character of flight and other operations at the airport. In such event LESSEE has the option of declaring the lease terminated on ninety (90) days written notice to COUNTY and the provisions of Section 33(b) shall apply.

SECTION 40. Accrued Rights.

Any termination of this lease, or of rights and benefits hereunder shall be without prejudice to the obligations, liabilities or rights of any party already accrued prior to such termination.

SECTION 41. Rights and Remedies Non-exclusive.

The rights and remedies provided in the above provisions relating to breach of contract, default, and termination shall not be exclusive, and are in addition to any other rights and remedies provided by law unless expressly precluded by this lease.

SECTION 42. Waiver.

Any waiver by COUNTY of any breach of any covenant herein contained to be kept and performed by the LESSEE shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent COUNTY from declaring a default for any succeeding breach, either of the same condition or covenant or otherwise.

SECTION 43. Notice.

Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing, contained in a sealed envelope, deposited in the U.S. Certified Mails with postage fully prepaid, and if intended for COUNTY, then addressed to CURRY COUNTY COMMISSIONER'S OFFICE, at 94235 Moore Street, Suite 122, Gold Beach, OR 97444 and if intended for the LESSEE, then addressed to the LESSEE

LESSEE

BY:

Date: 25 July 2016

Mailing address:

19921 Wadeshead RD

Brookings OR 97415

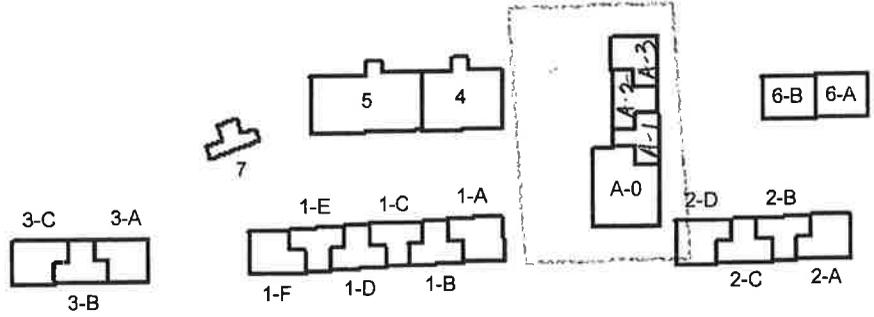
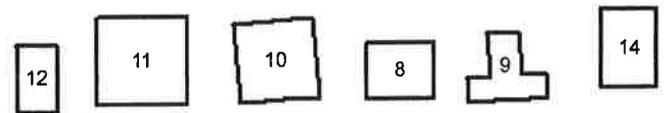
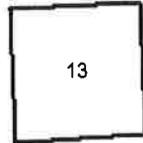
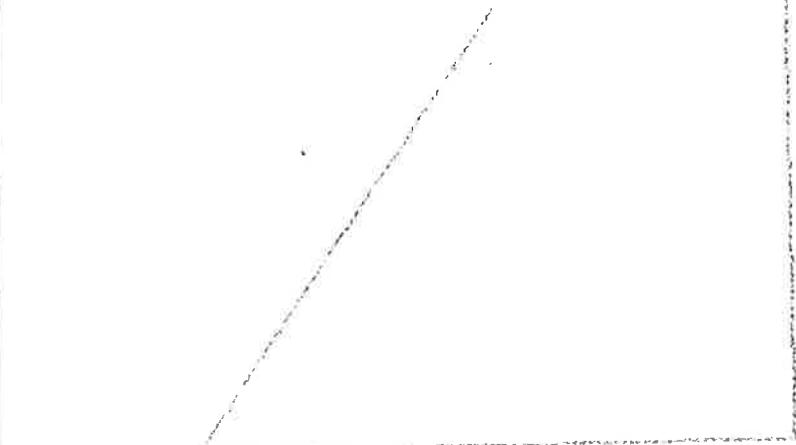
Telephone: 530 6514610

Aircraft No. N465M

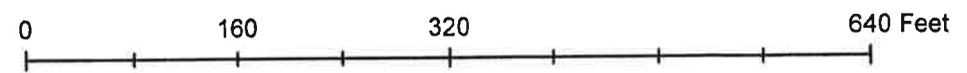
(Number must be documented)

Brookings Airport Hangars Overview

Exhibit "A"

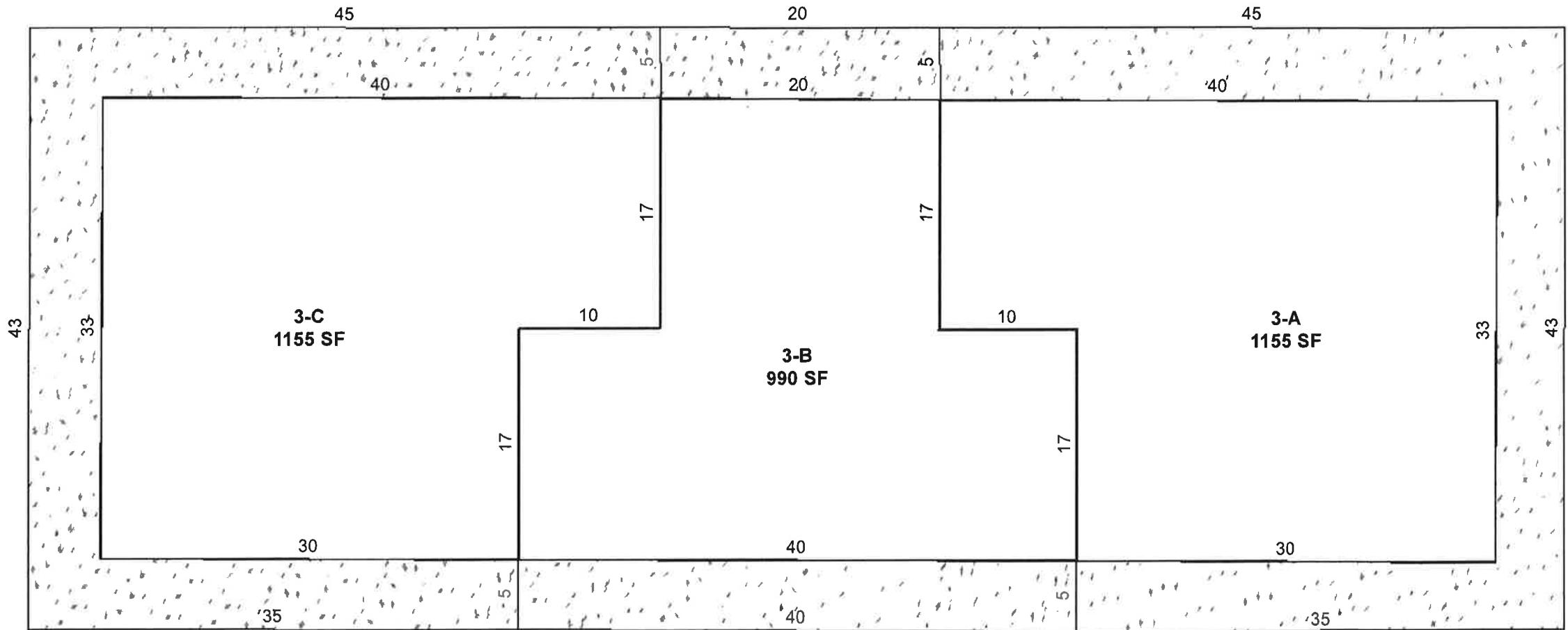


- Legend**
- Hangar
 - Parcels



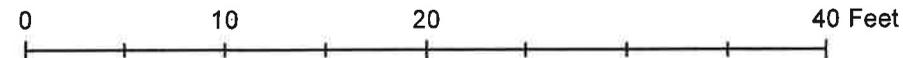
Brookings Airport Hangars Building 3

Exhibit "A-1"



Legend

- Apron
- Hangar
- Parcels



BROOKINGS AIRPORT HANGARS EXHIBIT A-2

HANGAR NO.	HANGAR SQ. FT.	APRON SQ. FT.	TOTAL SQ. FT.
1-A	1,172	570	1,741
1-B	990	300	1,289
1-C	990	300	1,290
1-D	990	299	1,289
1-E	990	300	1,290
1-F	1,172	570	1,741
2-A	1,188	575	1,763
2-B	990	300	1,290
2-C	990	300	1,290
2-D	1,188	575	1,763
3-A	1,155	567	1,722
3-B	990	301	1,291
3-C	1,155	567	1,722
4	2,820	950	3,770
5	3,816	1,211	5,027
6-A	1,353	625	1,978
6-B	1,353	625	1,978
7	580	720	1,300
8	2,184	1,040	3,224
9	1,848	1,200	3,048
10	3,599	1,301	4,901
11	4,619	1,459	6,078
12	1,515	905	2,421
13	10,000	2,101	12,101
14	2,520	1,120	3,640
A-0	2,748	855	3,603
A-1	941	265	1,206
A-2	1,125	325	1,450
A-3	1,091	460	1,551

All measurements are rounded to the nearest full foot

EXHIBIT "B"

**Township 40 South, Range 13 West, Section 31, Curry County, Willamette
Meridian
A.K.A Brookings Airport
Hangar #3A**

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order)
Authorizing the Board of)
Curry County Commissioners) ORDER NO. _____
to Execute a Non-Commercial)
Airplane Hangar Lease with)
Tyson Essenmacher)

WHEREAS, Tyson Essenmacher desires to lease Hangar Site #3A at the Brookings Airport; and

WHEREAS, the hangar site is available for such purposes; and

WHEREAS, the lease is in the County standard form with rent set in an amount approved by the Board of Curry County Commissioners; and

WHEREAS, the lease is for an initial term from July 1, 2016, to June 30, 2021, with an option to renew; and

WHEREAS, pursuant to ORS 271.310 and ORS 271.360, the Board finds that the public interest will be furthered by the lease;

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS that it is authorized to execute a non-commercial hangar lease for Hangar Site #3A at the Brookings Airport with Tyson Essenmacher.

DATED this ____ day of _____, 2016

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Susan Brown, Vice Chair

David Brock Smith, Commissioner

Approved as to Form:

John Huttl
Curry County Legal Counsel

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Transfer of Hangar Lease No. 7 Fearing to Schifini

AGENDA DATE^a: 08-03-16 **DEPARTMENT:** Counsel **TIME NEEDED:** 5 min

^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: Huttl **PHONE/EXT:** 3218 **TODAY'S DATE:** 07-25-16

BRIEF BACKGROUND OR NOTE^b: Transfer of Hangar No. 7 from Fearing to Schifini

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Lease

- (1)CJ2014-154
- (2)CJ2015-392
- (3) Lease Transfer
- (4) Order

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

- File with County Clerk
- Send Printed Copy to:
- Email a Digital Copy to:
- Other

Name: Warren & Joanne Schifini
Address: 21950 Skeen Ranch Road
City/State/Zip: Dairy, Oregon 97625-8766

Phone:

Due date to send: / /

Email:

***Note: Most signed documents are filed/recorded with the Clerk per standard process.**

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
3. If job description, Salary Committee reviewed: Yes No N/A
4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Administrative Actions

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

- Commissioner Susan Brown Yes No
- Commissioner Thomas Huxley Yes No
- Commissioner David Brock Smith Yes No

Not applicable to Sheriff's Department since they do not have a liaison

AFTER RECORDING RETURN TO/
AND SEND TAX STATEMENTS TO:

Raymond Forsberg
P.O. Box 387
Crescent City, CA. 95531

**LEASE FOR NONCOMMERCIAL AIRPLANE HANGAR SITE
AT BROOKINGS AIRPORT**

LESSOR: CURRY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON,
hereinafter called "COUNTY", 94235 Moore Street, Suite 122, Gold Beach, OR 97444.

LESSEE: Raymond Forsberg, P.O. Box 387, Crescent City, CA. 95531

LEASEHOLD PREMISES: BROOKINGS AIRPORT HANGAR SITE #7

INITIAL TERM OF LEASE: JULY 1, 2014 TO JUNE 30, 2019.

RECITAL:

COUNTY, as owner of the Brookings Airport, Curry County, Oregon, desires to lease to LESSEE, and LESSEE desires to lease from COUNTY, a noncommercial aircraft hangar site located at the Brookings Airport.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS, CONDITIONS AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. Description of Premises.

COUNTY, as owner of the Brookings Airport, Curry County, Oregon, agrees to lease to LESSEE a noncommercial aircraft hangar site of approximately 1300 square feet (including a 5' apron around the building) as follows:

Hangar Site #7 located at the Brookings Airport, Curry County, Oregon, as shown on Exhibit "A" and Exhibit "A-1" including the square footage designated in Exhibit "A-2", and Exhibit "B" all of which exhibits are attached hereto and incorporated herein by this reference.

SECTION 2. Initial Lease Term.

This lease term begins July 1, 2014, and ends June 30, 2019.

SECTION 3. Rent.

3.1 Basic Rent. LESSEE agrees to pay to COUNTY rent in a base amount of \$343.41 (\$.24 per square foot for) fiscal year 2014-2015 for the 1300 square foot aircraft hangar (includes apron). Initial rent shall be paid on or before execution of the lease.

3.2 Payment of rent for each subsequent year of the lease shall be paid in full annually on or before the annual anniversary of the first day of the lease.

3.3 For each anniversary of the initial year, whether notice is given or not, rent shall be adjusted for

inflation based upon the Portland Consumer Price Index (CPI) for the period ending in December of the previous year. The base for computing the adjustment is the CPI (U) published by the United States Department of Labor, Bureau of Labor Statistics (Index).

3.4 If the Portland CPI is discontinued during the term or after lease renewal, COUNTY may select any other government index or computation for replacement to obtain substantially the same result as would have been obtained if the Portland CPI had not been discontinued.

SECTION 4. Option to Renew Lease.

4.1 If the lease is not in default, LESSEE shall have the option to apply for a renewal of this lease for an additional term of five (5) years. The option to renew shall be allowed so long as LESSEE complies with the provisions of this section and signs an extension agreement, including any reasonable modifications consistent with the provisions of this lease.

4.2 The application to renew shall be exercised by giving written notice to COUNTY at least sixty (60) days, and not more than one hundred eighty (180) days prior to the last day of the expiring term.

4.3 Any renewals of this lease shall be on substantially the same terms and conditions as the initial lease. (Provided however, that within one hundred eighty (180) days but not less than sixty (60) days prior to the termination of a five (5) year term) COUNTY may submit to LESSEE an extension agreement specifying any changes in the terms within thirty (30) days of receiving LESSEE'S written application for renewal.

4.4 If LESSEE agrees to the terms and wishes to renew the lease for another term, LESSEE shall send to COUNTY the signed extension agreement prior to the last day of the expiring term. The lease extension shall be binding when the extension agreement is fully executed by the parties.

4.5 If LESSEE exercises the option to renew, but fails to sign the extension agreement prior to the last day of the lease term, this lease shall terminate on the last day of the current five (5) year term.

SECTION 5. Use of Premises.

LESSEE shall use the leased premises solely for NONCOMMERCIAL aeronautical purposes. Use is limited exclusively to the storage of aircraft and aircraft-related supplies.

SECTION 6. Airport Regulations.

The flights conducted at this airport shall conform to all applicable Federal Aviation Regulations, Oregon Aviation Laws, and traffic patterns as established at the airport.

SECTION 7. Registration.

LESSEE understands and agrees that any aircraft hangared by LESSEE on the premise covered by this lease at the Brookings Airport shall be registered with the State of Oregon Department of Aviation, annually, in compliance with ORS 837.015 "Registration of Aircraft." In addition, all resident pilots operating such aircraft shall be registered with the State of Oregon Department of Aviation, as required by ORS 837.020.

SECTION 8. Entry onto Premises.

LESSEE agrees to permit COUNTY to enter onto the leased premises at any time for the purpose of ascertaining compliance with the terms and conditions of this lease. Except in case of an emergency, agreement to

the contrary by LESSEE, or unless it is impracticable to do so, COUNTY shall give LESSEE at least twenty-four (24) hour notice of COUNTY'S intent to enter and may enter only at reasonable times.

SECTION 9. Construction or Alteration.

Prior to the start of any construction or alteration on the leased premises, LESSEE shall submit to COUNTY a copy of all the required city/county building permits along with the final plans and specifications. No construction or alteration shall be started without COUNTY'S prior written approval. Notice of any and all proposed construction or alterations shall be submitted through COUNTY to the Federal Aviation Administration on FAA Form 7460-1, "Notice of Proposed Construction or Alteration" as prescribed in Section 77.17 (FAR). LESSEE shall complete construction or alteration within twelve (12) months of execution of this lease. The project shall be similar in color, structure, and appearance to other construction in the Brookings Airport.

SECTION 10. Improvements.

All improvements made on the leased premises shall remain the property of LESSEE and shall be removed by LESSEE within thirty (30) days following the expiration or termination of this lease, unless otherwise agreed to by COUNTY, and except as otherwise provided.

SECTION 11. Protection of the Airport's Imaginary Surfaces.

COUNTY shall have the right to take any action it considers necessary to protect the airport's imaginary surfaces, as defined by Federal Aviation Regulations, Part 77. COUNTY reserves the right to prevent LESSEE from erecting, or permitting to erect, any building or other structure on the airport which, in the opinion of COUNTY, would limit the usefulness of the airport or constitute a hazard to aircraft.

SECTION 12. Maintenance.

LESSEE shall keep the leased premises as shown on Exhibits "A" and "A Part-4" in a safe condition at all times. In addition, LESSEE shall maintain the leased premises in a reasonably clean and neat fashion, and shall not permit the accumulation of rubbish, junk, aircraft or automobile parts or any other material on the premises.

LESSEE shall not dump any chemical or petroleum products on the leased premises or airport property. In addition, LESSEE shall recycle petroleum products and dispose of chemical wastes in accordance with the Oregon Department of Environmental Quality's rules and regulations which are available to LESSEE by contacting the Oregon Department of Environmental Quality. Cleanup of intentional dumping or accidental spillage as a result of LESSEE'S actions will be the responsibility of the LESSEE and shall be carried out in accordance with Department of Environmental Quality standards.

SECTION 13. Landscaping.

If LESSEE chooses to landscape the leased premises, such landscaping shall be limited to low-growing shrubs and plants. LESSEE also agrees to keep any grass mowed on the leased premises and along its taxiway.

SECTION 14. Fire Prevention.

LESSEE shall exercise due care to prevent and control fires on the premises, and to that end shall not store gasoline or other flammable items in LESSEE'S hangar. LESSEE further agrees to abide by the pertinent rules and regulations set forth by the local, county and state fire marshals.

SECTION 15. Destruction of Hangar or Improvements.

In the event that the hangar on the leased premises is destroyed during the term of this lease, LESSEE shall have the option of restoring the premises to its original condition, or of terminating this lease by giving written notice of termination within thirty (30) days after destruction of the hangar. In the event that a hangar is destroyed or damaged, LESSEE shall replace, repair, or remove the hangar within a reasonable time as determined by COUNTY. If LESSEE fails to replace, repair, or remove the hangar within a reasonable time, then the provisions of SECTION 30 Termination, shall apply.

SECTION 16. Compliance with Law.

LESSEE shall observe and obey all laws, ordinances, rules and regulations promulgated by any lawful authority of the United States, the State of Oregon, or any municipal subdivision having authority over or jurisdiction of the premises. This includes, but is not limited to safety, health, sanitary, fire, electrical and building codes, zoning and state and local comprehensive plans.

SECTION 17. Hold Harmless and Insurance.

LESSEE shall conduct its activities under this lease at LESSEE'S own risk. LESSEE shall hold harmless and indemnify COUNTY, its agents, officers and employees from any and all damages, demands, suits or actions whatsoever resulting from or because of, any damage to property, injury or death to any person(s) arising out of any action or omissions by LESSEE or LESSEE'S contractors, employees or agents.

LESSEE agrees during the term hereof, to keep a policy of general liability insurance in effect, with respect to the leased premises with minimum coverage of \$1,000,000.00 combined single limits. The policy shall name County as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving County at least thirty days prior written notice. The insurance shall be in an insurance company registered to do business in the State of Oregon and a copy of the policy or the certificate of insurance shall be delivered to Lessor.

SECTION 18. Taxes and Liens, and Utilities.

LESSEE agrees to keep the leased premises free and clear of all liens and encumbrances and agrees to promptly pay any and all taxes levied thereon and on any improvement made or placed thereon subject to such taxes. LESSEE shall be responsible for ensuring that any taxable improvements are lawfully brought to the attention of the tax assessor. COUNTY shall have the right, but not the obligation, during the term of this lease and any renewal thereof, to pay any taxes or other charges on the leased land remaining unpaid by LESSEE after the same has become due and payable.

LESSEE shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the leased Premises, including but not limited to charges for water, sewage disposal, electricity, garbage disposal and telephone services.

SECTION 19. Access and Automobile Parking.

No motor vehicle belonging to LESSEE, except aircraft, shall be allowed on the airport runway, taxiway or adjacent airport land, except in areas specifically designated for motor vehicle use.

SECTION 20. Future Agreements.

Any future agreement between the parties relative to this agreement shall be ineffective to modify or discharge this agreement, in whole or in part, unless such agreement is in writing and signed with the same formalities as this instrument.

SECTION 21. No Assignment Without Consent.

WARNING: THIS LEASE SHALL NOT BE ASSIGNED, NOR THE PREMISES SUBLET, WITHOUT EXPRESS PRIOR WRITTEN APPROVAL BY COUNTY. SUBLETTING CONSTITUTES A COMMERCIAL OPERATION, AND ANY COMMERCIAL LEASE MUST BE NEGOTIATED. LEASE RIGHTS HEREIN SHALL NOT AUTOMATICALLY PASS WITH THE SALE OF THE STRUCTURES.

The proposed purchaser or LESSEE must negotiate and execute an agreement with COUNTY to obtain lease rights. Acceptance of any purchaser or LESSEE shall not be unreasonably withheld. The assignment and resulting paperwork shall be subject to a \$50.00 service fee.

SECTION 22. Subordination to Federal-State Agreements.

22.1 The provisions of this lease shall be subordinate to any existing or future agreement between COUNTY and the United States relative to the operation or maintenance of the Brookings Airport. This subordination may be required as a condition precedent to the receipt of federal funds for the development of the airport. Failure of LESSEE to comply with any of the requirements of any existing or future agreement between COUNTY and the United States shall be cause for termination of LESSEE'S rights hereunder.

22.2 During a time of war or national emergency, COUNTY shall have the right to lease the landing area or any part thereof to the United States government for military or other federal government purposes. If such lease is executed, the provisions of this lease inconsistent with the provisions of the lease to the government shall be suspended.

SECTION 23. County's Right to Develop the Airport.

COUNTY reserves its right to further develop or improve the airport facility on COUNTY property in accordance with its duty to develop aviation within the state as dictated by the demands of air traffic and aviation safety.

SECTION 24. Maintenance of Airport.

COUNTY shall maintain the runways, public taxiways and aircraft parking areas. It is mutually understood that COUNTY retains sole authority to determine the methods and schedules by which any maintenance or necessary construction is to be performed. COUNTY shall have the right to close the airport whenever it deems necessary for reasons of public safety or convenience. No advance notice shall be necessary when closure of the airport is by reason of weather, acts of God, or other unforeseen circumstances.

SECTION 25. No Exclusive Right.

It is understood and agreed by the parties hereto that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308 of the Federal Aviation Act of 1958. It is clearly understood and agreed by the parties hereto that LESSEE may choose to perform any service on its own

aircraft that it is legally qualified to perform.

SECTION 26. Authority.

Any and all powers and authority conferred upon LESSEE by this lease shall be strictly construed, and no other powers may be lawfully exercised by LESSEE without COUNTY'S prior written consent. LESSEE shall not have any authority to act on behalf of COUNTY, or to bind COUNTY to any third party, contractually or otherwise, except as is expressly stated herein.

SECTION 27. Non-Discrimination.

COUNTY will not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap:

- (a) Deny an individual any services or other benefits provided under this Agreement
- (b) Provide any services or other benefits to an individual which are different or are provided in a different manner from those provided under this Agreement
- (c) Subject an individual to segregation or separate treatment in any matter related to the receipt of any service(s) or other benefits under this Agreement.

SECTION 28. Notice of Breach of Contract Terms.

In the event of a breach of any of the terms of this lease agreement, each party to the agreement shall have the option of giving written notice of the breach to the party in default. If the conditions of breach are not corrected within thirty (30) days of the receipt of the notice of the breach, the injured party shall have the option of declaring the breaching party in default.

SECTION 29. Conditions of Default.

The following occurrences shall be deemed conditions of default on the part of Lessee:

- (a) LESSEE is declared involuntarily bankrupt or files a bankruptcy petition.
- (b) Abandonment of the leased premises by LESSEE for a period in excess of ninety (90) days even though the lease is paid current. No abandonment shall be deemed to have occurred if COUNTY has received written notice of temporary hangar vacancy or lessee's temporary absence.
- (c) LESSEE'S failure to pay rent within thirty (30) days after receiving written notice of the breach.
- (d) COUNTY or LESSEE'S failure to correct any breach of the terms, covenants and conditions contained herein within thirty (30) days after receiving written notice of the breach.

Written notice of ANY default shall be served by delivery in person, or by certified mail, to the party in default. For good cause shown, the party sending notice of default may, at its sole option, grant a reasonable extension of time, in excess of the thirty (30) day period set forth above, to cure the default.

SECTION 30. Termination for Default

In the event that this lease has been declared in default as provided above the party not in default may, at injured party's option, terminate this lease without further notice to the defaulting party. In the event that LESSEE is the defaulting party, all rights, powers and privileges of LESSEE hereunder shall cease and LESSEE shall immediately vacate the leasehold, making no claim of any kind against COUNTY, its agents or representatives by

reason of such termination.

Re-occurrence of the same condition for which the defaulting party has previously been served notice in any twelve (12) month period may result in automatic termination of this lease.

SECTION 31. Payment of Costs upon Default.

In the event of the breach of any terms, conditions or provisions of this lease and in all cases of default, the prevailing party shall be entitled to collect costs and expenses, including reasonable attorney fees incurred in enforcing any of the terms and conditions of this lease.

SECTION 32. Termination for Reasons Unrelated to Default

This lease shall automatically terminate upon any of the following circumstances, and rent shall be pro-rated as of the date of termination:

- (a) Mutual written agreement of the parties;
- (b) LESSEE'S sale, subject to written notice to COUNTY, of LESSEE'S hangar, improvements and fixtures. In such case, LESSEE shall present COUNTY with one or more prospective buyers/lessees acceptable to COUNTY. LESSEE shall notify COUNTY, in writing, thirty (30) days in advance of any proposed sale to allow adequate time for COUNTY to approve the buyer and draw new lease documents. The lease shall terminate upon execution of the lease by the new buyer.
- (c) COUNTY'S purchase of the LESSEE'S improvements and fixtures with LESSEE'S consent. To exercise this option, COUNTY shall notify LESSEE in writing and shall make a written offer for such improvements and fixtures. The lease shall terminate on the closing date of the sale.

SECTION 33. Lessee's Rights Upon Termination after County's Default

In the event that this lease or any renewal thereof is terminated by virtue of a default by COUNTY, LESSEE shall have the following rights and obligations with regard to permanent improvements and fixtures owned by LESSEE and placed on the leased premises by LESSEE:

- (a) Sell LESSEE'S hangar and improvements to COUNTY at fair market value and receive a rent refund prorated as of the date of termination for the unused term of the lease. If the parties cannot agree on a purchase price, the value of the improvements shall be determined by a qualified appraiser agreed upon by both COUNTY and LESSEE. An appraiser shall be appointed within fifteen (15) days of written request by either party. If the parties cannot agree on an appraiser, an independent appraiser shall be appointed by a Circuit Court Judge seated in Curry County. Purchase shall be completed within ninety (90) days of determining the purchase price by agreement or appraisal.
- (b) Remove LESSEE'S improvements within ninety (90) days of the date of termination, and receive a rent refund prorated as of the date of termination for the unused term of the lease. If improvements are not fully removed at the end of ninety (90) days, SECTION 37 shall apply.
- (c) Exercise any other legal remedies available to LESSEE.

SECTION 34. Termination for Airport Development.

In the event that COUNTY should make a determination that the leased premises are required by COUNTY

for airport development, COUNTY shall, providing other suitable space is available on airport property, submit to LESSEE an alternative site for its consideration. In the event that LESSEE chooses to relocate on a site submitted by COUNTY, COUNTY shall relocate LESSEE to a new site by either moving LESSEE'S present improvements or by constructing improvements comparable to those occupied by LESSEE before the relocation to a new site. The decisions to move the existing improvements or to construct comparable improvements shall be at the sole discretion of COUNTY. Any improvements owned by LESSEE which are not moved, but replaced, shall become the property of COUNTY, and title to same shall be properly conveyed to COUNTY by LESSEE. All terms and conditions of this lease or any renewal thereof shall continue in full force and effect as to the relocated leasehold; PROVIDED, HOWEVER, that LESSEE'S obligation to pay all contractual fees shall be waived for the amount of time LESSEE is required to suspend operation as a result of the relocation. Space at such relocated site shall be leased to LESSEE at the rate per square foot which is in effect on the date relocation is completed, and shall remain in effect for the balance of that lease year. In the event that no suitable space is available at the airport for LESSEE'S relocation or LESSEE chooses not to relocate, this lease may be terminated by either party. LESSEE shall vacate said site upon ninety (90) days written notice by COUNTY. LESSEE shall have the option of requiring COUNTY to pay fair market value for the improvements as determined by the procedures established in SECTION 33. If LESSEE exercises this option, title to said improvements shall be properly conveyed to COUNTY by LESSEE. If LESSEE does not exercise its option as referred to above or the parties hereto cannot agree on a purchase price for the improvements, LESSEE agrees to remove all of its improvements from the property within ninety (90) days following the date of termination as set forth in SECTION 33(b).

SECTION 35. Termination Upon Necessary Closure of the Airport.

Should COUNTY determine that it is necessary and advisable that this airport be abandoned or closed due to the development of uncontrollable hazards to flight operations, lack of public use, prohibitive maintenance costs, legislative actions or other just cause, COUNTY shall have the right to terminate this lease on ninety (90) days written notice to LESSEE and the provisions of Section 33(b) shall apply.

SECTION 36. Transfer of Airport to Other Ownership.

In the event that the airport is transferred into other ownership, COUNTY agrees to make diligent effort, as a condition of the transfer, to secure in writing the transferee's prior assurance that the transferee will, by acceptance of ownership of the airport, assume COUNTY'S responsibilities under terms and conditions of this lease.

SECTION 37. Restoration of Premises to County upon Termination.

If this lease is terminated for any reason either by COUNTY or LESSEE, and LESSEE:

- (a) fails to vacate the leasehold;
- (b) fails to leave the premises in as good as condition as when LESSEE first took possession; or,
- (c) fails to remove and dispose of LESSEE'S improvements; or, when such remedy is provided elsewhere in this agreement, fails to procure a buyer satisfactory to COUNTY within ninety (90) days of termination;

In any of the above circumstances, COUNTY reserves the right to remove any improvements, restore the premises to its original condition and collect from LESSEE all of the costs of removal and/or restoration. If COUNTY does not exercise its rights to remove the improvements, the improvements shall become the property of COUNTY. LESSEE shall have no possessory claim of any kind against COUNTY, its agents or representatives by reason of any termination where LESSEE has failed to timely exercise its remedies as provided herein, except that LESSEE may pursue any claim for monetary damages as a result of COUNTY'S default if any.

SECTION 38. Holding Over.

Any holding over after the expiration of the term of this lease, unless LESSEE has exercised its option to renew, shall result in a monthly rate to be determined by COUNTY. Holding over shall be at the sufferance of COUNTY, and is subject to termination on thirty (30) days written notice by COUNTY.

SECTION 39. No Warranty of Non-interference by Entities Outside County's Control.

The parties hereto understand and recognize that the actions of local governmental units, of parties holding land or living adjacent to the Brookings Airport, and of governmental entities not subject to COUNTY'S influence and control, may have, in the future, adverse impacts upon the number and character of flight and other operations at the airport. In such event LESSEE has the option of declaring the lease terminated on ninety (90) days written notice to COUNTY and the provisions of Section 33(b) shall apply.

SECTION 40. Accrued Rights.

Any termination of this lease, or of rights and benefits hereunder shall be without prejudice to the obligations, liabilities or rights of any party already accrued prior to such termination.

SECTION 41. Rights and Remedies Non-exclusive.

The rights and remedies provided in the above provisions relating to breach of contract, default, and termination shall not be exclusive, and are in addition to any other rights and remedies provided by law unless expressly precluded by this lease.

SECTION 42. Waiver.

Any waiver by COUNTY of any breach of any covenant herein contained to be kept and performed by the LESSEE shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent COUNTY from declaring a default for any succeeding breach, either of the same condition or covenant or otherwise.

SECTION 43. Notice.

Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing, contained in a sealed envelope, deposited in the U.S. Certified Mails with postage fully prepaid, and if intended for COUNTY, then addressed to CURRY COUNTY COMMISSIONER'S OFFICE, at 94235 Moore Street, Suite 122, Gold Beach, OR 97444 and if intended for the LESSEE, then addressed to the LESSEE at P.O. Box 387, Crescent City, CA. 95531. Any such notice shall be deemed conclusively to have been delivered to the addressee seventy-two hours (72) after the deposit thereof in said U.S. Certified Mails.

SECTION 44. Heirs and Assigns.

All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, to the successors, heirs and assigns of such parties.

SECTION 45. No Employee Relationship.

The parties understand and agree that the requirements imposed on LESSEE by terms of this lease shall not be construed to make LESSEE an officer, employee or agent of Curry County, as those terms are used in ORS 30.265.

SECTION 46. Identity of Parties.

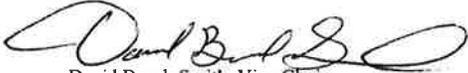
In construing this lease, it is understood COUNTY or LESSEE may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year written below.

CURRY COUNTY, OREGON
BOARD OF CURRY COUNTY COMMISSIONERS


Susan Brown, Chair

Date: 7-24-14


David Brock Smith, Vice Chair

Date: 7/24/14


David Itzen, Commissioner

Date: 7/24/14

State of Oregon)
) SS
County of Curry)

Acknowledged before me this 24 day of July, 2014, by Susan Brown, David Brock Smith, and David ITZEN.




Notary Public for Oregon
My Commission Exp.: 11-11-17

LESSEE

BY: Raymond J. Long

Date: 7-15-2014

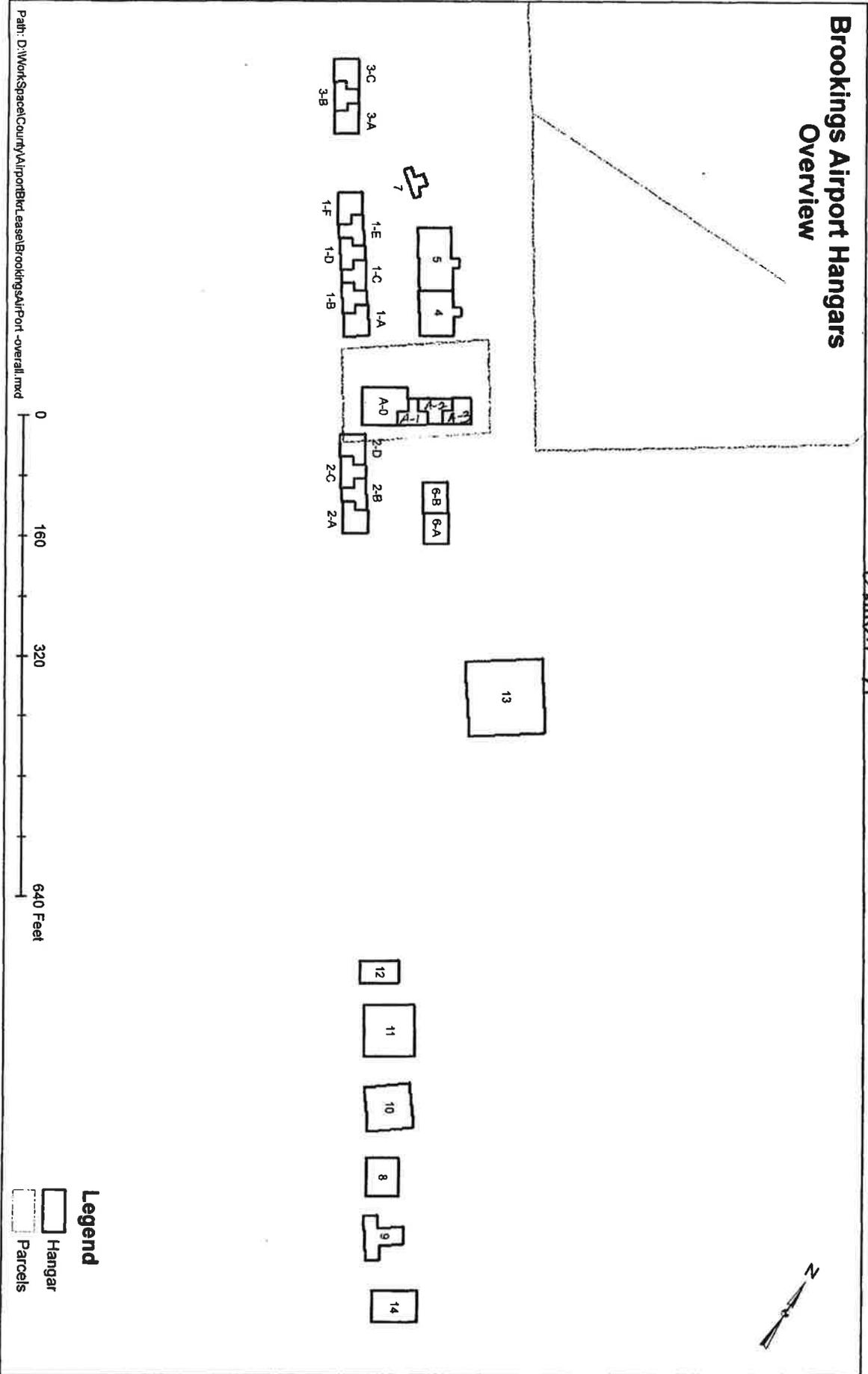
Mailing address: 1543 PARKWAY DRIVE
CRESSENTI CA 95531

Telephone: 707-954-5870

Aircraft No. N7541J (Number must be documented)

Brookings Airport Hangars Overview

Exhibit "A"



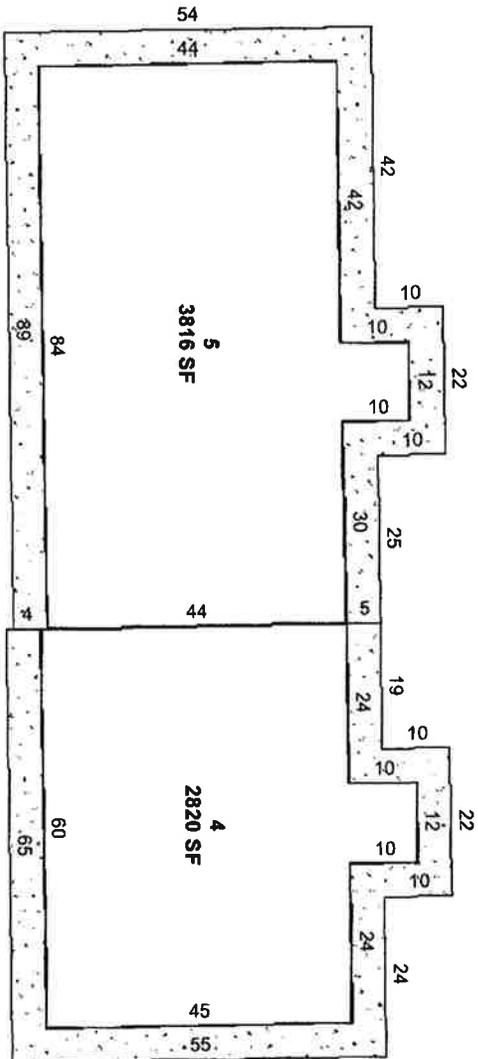
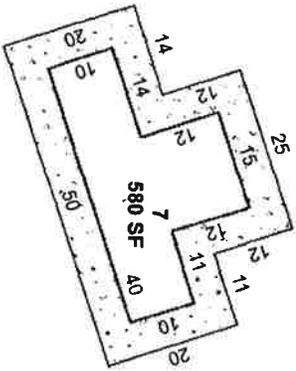
Path: D:\WorkSpace\County\Airport\BktLeases\Brookings\A\Port - overall.mxd

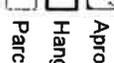
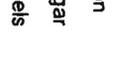
Legend

- Hangar
- Parcel

Brookings Airport Hangars Building 4, 5 & 7

Exhibit "A-1"



- Legend**
-  Apron
 -  Hangar
 -  Parcels

Path: D:\WorkSpace\County\Airport\Bkrt ease\B\Brookings\Airport.mxd



BROOKINGS AIRPORT HANGARS

EXHIBIT A-2

HANGAR NO.	HANGAR SQ. FT.	APRON SQ. FT.	TOTAL SQ. FT.
1-A	1,172	570	1,741
1-B	990	300	1,289
1-C	990	300	1,290
1-D	990	299	1,289
1-E	990	300	1,290
1-F	1,172	570	1,741
2-A	1,188	575	1,763
2-B	990	300	1,290
2-C	990	300	1,290
2-D	1,188	575	1,763
3-A	1,155	567	1,722
3-B	990	301	1,291
3-C	1,155	567	1,722
4	2,820	950	3,770
5	3,816	1,211	5,027
6-A	1,353	625	1,978
6-B	1,353	625	1,978
7	580	720	1,300
8	2,184	1,040	3,224
9	1,848	1,200	3,048
10	3,599	1,301	4,901
11	4,619	1,459	6,078
12	1,515	905	2,421
13	10,000	2,101	12,101
14	2,520	1,120	3,640
A-0	2,748	855	3,603
A-1	941	265	1,206
A-2	1125	325	1450
A-3	1091	460	1551

All measurements are rounded to the nearest full foot

EXHIBIT "B"

**Township 40 South, Range 13 West, Section 31, Curry County, Willamette
Meridian
A.K.A Brookings Airport**

Hangar #7:

RECORDING COVER SHEET (Please print or type)
 THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF. ORS 205.234

FILED IN CURRY COUNTY **CJ:2015-392**
 Renee' Kolen, County Clerk 10/30/2015 10:35:37 AM
 Commissioners' Journal 3 PAGES

CURRY COUNTY, OREGON **2015-03999**
 LAND 10/30/2015 11:08 AM
 Cnt=1 Pgs=3 RECC \$67.00



I Renee' Kolen, County Clerk, certify that the within document was received and duly recorded in the official records of Curry County.



Renee' Kolen - Curry County Clerk

AFTER RECORDING RETURN TO: ORS 205.234(1)(c)

Matt Fearing
 1279 Second St., Suite A.
 Crescent City, CA. 95531

1. TITLES(S) OF THE TRANSACTION(S) ORS 205.234(1)(a)

Transfer of Lease - Brookings Airport Hangar Lease No. 7 Forsberg to Fearing
 CJ: 2014-154/2014-02218 (*Instrument No.*)

2. FIRST PARTY NAME(S) ORS 205.234(1)(b)

Raymond Forsberg
Curry County

3. SECOND PARTY NAME(S) ORS 205.234(1)(b)

Matt Fearing

4. TRUE and ACTUAL CONSIDERATION

Amount in dollars or other value/property ORS 205.234(1)(d)

\$ Other Value Other Property

Other value/property is **Whole** or **Part** of the consideration

5. SEND TAX STATEMENTS TO: ORS 205.234(1)(e)

Matt Fearing
 1279 Second Street, Suite A
 Crescent City, CA. 95531

6. SATISFACTION of ORDER or WARRANT

Check one if applicable: ORS 205.234(1)(f)

FULL PARTIAL

7. The amount of the monetary obligation imposed by the order or warrant: ORS 205.234(1)(f)

\$ _____

8. If this instrument is being Re-Recorded, complete the following statement: ORS 205.244(2)

Re-recorded at the request of _____
 to correct _____ previously recorded in
 Book/Volume _____ and Page _____, or as Fee Number _____

AFTER RECORDING RETURN TO:

Curry County Clerk
94235 Moore Street, Suite 212
Gold Beach, Oregon 97444

SEND TAX STATEMENTS TO:

Matt Fearing
1279 Second Street, Suite A
Crescent City, CA. 95531

TRANSFER OF LEASE

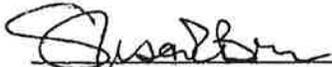
IT IS HEREBY AGREED by and among Curry County, a Political Subdivision of the State of Oregon, 94235 Moore Street, Suite 122, Gold Beach, Oregon 97444, Raymond Forsberg, 1543 Parkway Drive, Crescent City, CA. 95531, and Matt Fearing, 1279 Second Street, Suite A. Crescent City, CA. 95531 as follows:

The Brookings Airport Noncommercial Hangar Site #7 Lease, Document Number CJ:2014-154 is transferred effective October 21, 2015 from Raymond Forsberg to Matt Fearing, under the same terms and conditions as found in the original lease.

IN WITNESS WHEREOF, the parties have affixed their signatures the day and year written below.

CURRY COUNTY, OREGON

CURRY COUNTY BOARD OF COMMISSIONERS


Susan Brown, Chair


Thomas Huxley, Vice Chair

AFTER RECORDING RETURN TO:

Warren & Joanne Schifini
21950 Skeen Ranch Road
Dairy, Oregon 97625-8766

GRANTORS: Curry County

Matt Fearing

GRANTEES: Warren & Joanne Schifini

SEND TAX STATEMENTS TO:

Warren & Joanne Schifini
21950 Skeen Ranch Road
Dairy, Oregon 97625-8766

TRANSFER OF LEASE

IT IS HEREBY AGREED by and among Curry County, a Political Subdivision of the State of Oregon, 94235 Moore Street, Suite 122, Gold Beach, Oregon 97444, Matt Fearing, 1279 Second Street, Suite A., Crescent City, CA., 95531, and Warren and Joanne Schifini, 21950 Skeen Ranch Road, Dairy, Oregon 97525-8766 as follows:

The Brookings Airport noncommercial Hangar Site #7 Lease document No. CJ:2015-392, Instrument #2015-3999 (transfer from Forsberg to Fearing) and Document Number CJ:2014-154, Instrument #2014-2218 (Forsberg Lease) is transferred effective August 1, 2016 from Matt Fearing to Warren & Joanne Schifini, under the same terms and conditions as found in the CJ:2014-154, Instrument #2014-2218 Lease.

IN WITNESS WHEREOF, the parties have affixed their signatures the day and year written below.

CURRY COUNTY BOARD OF COMMISSIONERS

Thomas Huxley, Chair

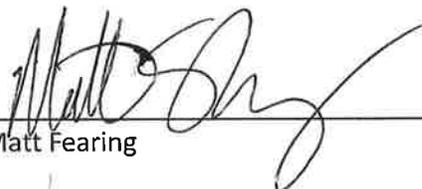
Susan Brown, Vice Chair

David Brock Smith, Commissioner

State of Oregon)
) SS
County of Curry)

Acknowledged before me this _____ day of _____, 2016, by
_____.

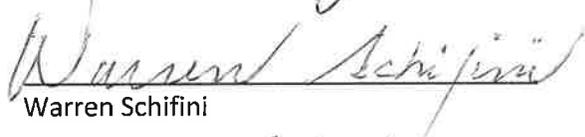
Notary Public of Oregon
My Commission Expires: _____



Matt Fearing

July 20, 2016

Date:



Warren Schifini

July 22, 2016

Date:



Joanne Schifini

July 22, 2016

Date:

Aircraft No. N14WJ (number must be documented)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order)
Authorizing the Board of)
Curry County Commissioners) ORDER NO. _____
to Execute a Non-Commercial)
Airplane Hangar Lease with)
Warren and Joanne Schifini)

WHEREAS, Warren and Joanne Schifini desires to lease Hangar Site #7 at the Brookings Airport; and

WHEREAS, the hangar site is available for such purposes; and

WHEREAS, the lease is in the County standard form with rent set in an amount approved by the Board of Curry County Commissioners; and

WHEREAS, the assumed lease is for an initial term from July 1, 2014 to June 30, 2019; and

WHEREAS, pursuant to ORS 271.310 and ORS 271.360, the Board finds that the public interest will be furthered by the lease;

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS that it is authorized to execute a non-commercial hangar lease for Hangar Site #7 at the Brookings Airport with Warren and Joanne Schifini with an effective date of August 1, 2016.

DATED this 03 day of August, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Hutt
Curry County Legal Counsel

Susan Brown, Vice Chair

David Brock Smith, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Order Referring Ordinance No. 16-03, the Curry County Marijuana Retail Sales Tax Authorizing Ordinance to the people

AGENDA DATE^a: 2016_08_03 **DEPARTMENT:** Counsel **TIME NEEDED:** 15 min

^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: Huttl **PHONE/EXT:** 3218 **TODAY'S DATE:** 07-26-16

BRIEF BACKGROUND OR NOTE^b: Order Refers Ordinance to a vote of the people of Curry County

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1) Order
- (2) Exhibit "A"
- (3) Exhibit "B"
- (4) 801 SEL Form

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail) If approved by the people, it would provide add. revenue
2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail) If approved, it could impact a number of depts.
3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other Original to Shel

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A
(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
3. If job description, Salary Committee reviewed: Yes No N/A
4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: **Administrative Actions**

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

- Commissioner Susan Brown Yes No
- Commissioner Thomas Huxley Yes No
- Commissioner David Brock Smith Yes No

Not applicable to Sheriff's Department since they do not have a liaison

Notice of Measure Election

SEL 801

rev 01/16: ORS 250.035, 250.041, 250.175, 254.103, 254.465

County

Notice

Date of Notice

8/3/2016

Name of County or Counties

CURRY

Date of Election

NOV 8, 2016

Final Ballot Title The following is the final ballot title of the measure to be submitted to the county's voters. The ballot title notice has been published and the ballot title challenge process has been completed.

Caption 10 words which reasonably identifies the subject of the measure.

Measure to Authorize a County marijuana retail SALES TAX

Question 20 words which plainly phrases the chief purpose of the measure.

SHALL Curry County be AUTHORIZED to collect a marijuana retail SALES TAX throughout Curry County except in the cities?

Summary 175 words which concisely and impartially summarizes the measure and its major effect.

STATE LAW Allows a government to impose a 3% tax on retail sales of recreational marijuana if approved by the voters. On May 4, 2016, the Curry County Board of Commissioners approved an ordinance to impose such a tax, subject to voter approval. The law includes definitions taken from state law, authorizes rule-making to implement the ordinance, and imposes the 3% tax on retail marijuana sales. The County tax would be imposed only in the unincorporated areas of the county, and cities may adopt their own tax. The overall financial impact is undetermined and depends on total retail establishment and total retail sales. The money will be deposited to the general fund of the county.

Explanatory Statement 500 words that impartially explains the measure and its effect.

If the county is producing a voters' pamphlet an explanatory statement must be drafted and attached to this form for:

- any measure referred by the county governing body; or
- any initiative or referendum, if required by local ordinance.

Explanatory Statement Attached?

Yes

No

Authorized County Official Not required to be notarized.

Name

Title

Mailing Address

Contact Phone

By signing this document:

- I hereby state that I am authorized by the county to submit this Notice of Measure Election; and
- I certify that notice of receipt of ballot title has been published and the ballot title challenge process for this measure completed.

Signature

Date Signed

Exhibit "A"

FILED IN CURRY COUNTY
Renee' Kolen, County Clerk
Commissioners' Journal

CJ:2016-109
05/09/2016 2:07:52 PM
5 PAGES

BEFORE THE BOARD OF COUNTY COMMISSIONERS IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Ordinance Imposing)
A Marijuana Retail Sales Tax within)
Curry County; Authorizing Rule) ORDINANCE NO. 16-03
Making; And Referring it to the People)

The Board of Curry County Commissioners hereby ordains as follows:

SECTION I TITLE

This Ordinance shall be known 16-03 and may be cited as the "Marijuana Retail Sales Tax Ordinance of Curry County."

SECTION II AUTHORITY

ORS 475B.110 and ORS 475B.345, and ORS 203.035 to 203.055.

SECTION III PURPOSE

The purpose of this Ordinance is to impose a tax on the retail sales of marijuana items, and authorize local Ordinance administering rules and procedures to administer tax Ordinance.

SECTION IV ADOPTION AND REFERRAL

Exhibit "A", the text of this Ordinance, which is attached hereto and incorporated by reference, is hereby adopted, subject to and effective on approval by a majority of Curry County voters at an election on November 8, 2016.

SECTION V SEVERANCE CLAUSE

If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance, or any part thereof, is for any reason held to be unconstitutional (or otherwise invalid), such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The legislative body hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional (or otherwise invalid).

SECTION VI EFFECTIVE DATE

This Ordinance, if approved by the voters at the November 8, 2016, election, shall become effective at 12:01 A.M. on the 1st day of January, 2017.

DATED this 4th day of May, 2016.

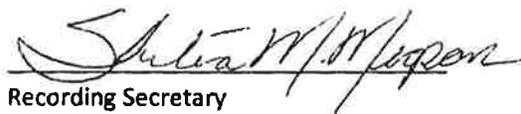
BOARD OF CURRY COUNTY COMMISSIONERS:

5/4/16
Thomas Huxley, Chair

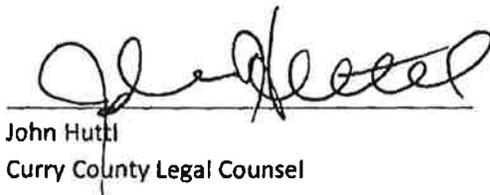

Susan Brown, Vice Chair


David Brock Smith, Commissioner

Attest:


Recording Secretary

Approved as to Form:


John Huttel
Curry County Legal Counsel

First Reading: April 20, 2016

Second Reading and Adoption: May 04, 2016

Exhibit "A"

ARTICLE TWO

DIVISION SIXTEEN - IMPOSING MARIJUANA RETAIL SALES TAX

Section 2.16.010 Title

This Ordinance shall be known as the Marijuana Retail Sales Tax Ordinance No. 16-03

Section 2.16.020 Definitions

As used herein, words shall have such meaning as defined in ORS 475B.015 and ORS475B.700. A non-exhaustive list of definitions is set forth below for example. State of Oregon administrative rules can be used to further interpret the definitions.

- (1) "Board of Commissioners / BOC" means the Curry County Board of County Commissioners, or its designee.
- (2) "Cannabinoid" means any of the chemical compounds that are the active constituents of marijuana.
- (3)(a) "Cannabinoid product" means a cannabinoid edible and any other product intended for human consumption or use, including a product intended to be applied to the skin or hair, that contains cannabinoids or dried marijuana leaves or flowers.
 - (b) "Cannabinoid product" does not include:
 - (1) Usable marijuana by itself;
 - (2) A cannabinoid concentrate by itself;
 - (3) A cannabinoid extract by itself; or
 - (4) Industrial hemp, as defined in ORS 571.300.
- (4) "Consumer" means a person who purchases, acquires, owns, holds or uses marijuana items other than for the purpose of resale.
- (5) "Board of Commissioners or its designee" means the Board of Commissioners or its designee of the Curry County, Oregon, or designee.
- (6)(a) "Financial consideration" means value that is given or received either directly or indirectly through sales, barter, trade, fees, charges, dues, contributions or donations.
 - (b) "Financial consideration" does not include:

(1) Homegrown marijuana that is given or received when nothing is given or received in return; or

(2) Homemade cannabinoid products or cannabinoid concentrates that are given or received when nothing is given or received in return.

(7) "Licensee" means a holder of a recreational marijuana retail license under ORS 475B.110 and the rules promulgated thereunder.

(8) "Licensee representative" means an owner, director, officer, manager, employee, agent or other representative of a licensee, to the extent that the person acts in a representative capacity.

(9)(a) "Marijuana" means the plant Cannabis family Cannabaceae, any part of the plant Cannabis family Cannabaceae and the seeds of the plant Cannabis family Cannabaceae.

(b) "Marijuana" does not include industrial hemp, as defined in ORS 571.300.

(10) "Marijuana flowers" means the flowers of the plant genus Cannabis within the plant family Cannabaceae.

(11) "Marijuana items" means marijuana, cannabinoid products, cannabinoid concentrates and cannabinoid extracts.

(12) "Marijuana leaves" means the leaves of the plant genus Cannabis within the plant family Cannabaceae.

(13) "Marijuana retailer" means a licensee who sells marijuana items to a consumer in this state.

(14) "Marijuana Retail Facility" means an establishment, physical or virtual, where a marijuana retailer makes marijuana items available to consumers for financial consideration.

(15) "Mature marijuana plant" means a marijuana plant that is not an immature marijuana plant.

(16) "Noncommercial" means not dependent or conditioned upon the provision or receipt of financial consideration.

(17) "Person" means any individual, firm, partnership, joint venture, association, social club, fraternal organization, fraternity, sorority, public or private dormitory, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

(18)(a) "Premises" or "licensed premises" includes the following areas of a location licensed under 475B.110:

(1) All public and private enclosed areas at the location that are used in the business operated at the location, including offices, kitchens, rest rooms and storerooms;

(2) All areas outside a building specifically licensed for the production, processing, wholesale sale or retail sale of marijuana items; and

(3) "Premises" or "licensed premises" does not include a primary residence.

(19) "Public place" means a place to which the general public has access and includes, but is not limited to, hallways, lobbies and other parts of apartment houses and hotels not constituting rooms or apartments designed for actual residence, and highways, streets, schools, places of amusement, parks, playgrounds and areas used in connection with public passenger transportation.

(20) "Retail sale" means any transfer, exchange, gift or barter of a marijuana item by any person to a consumer.

(21) "Retail sales price" means the price paid for a marijuana item, excluding tax, to a marijuana retailer by or on behalf of a consumer of the marijuana item. [2015 c.699 §1]

(22) "Tax" means either the tax payable by the consumer, or the aggregate amount of taxes due from a retailer during the period for which he is required to report his collections.

(23)(a) "Usable marijuana" means the dried leaves and flowers of marijuana.

(b) "Usable marijuana" does not include:

(1) The seeds, stalks and roots of marijuana; or

(2) Waste material that is a by-product of producing or processing marijuana.

Section 2.16.030 Implementing Ordinance Authorization

The Board may by separate Ordinance promulgate additional definitions, rules and regulations necessary or convenient for the administration, collection, refund, and enforcement of this Ordinance.

Section 2.16.040 Tax Imposed

(1) For the privilege of operating a marijuana retail facility in Curry County, a tax of three percent (3%) is imposed on any consideration rendered for the sale or transfer of Marijuana Items from a licensee to a consumer.

(a) The tax must be computed on the total retail sales price, including all charges other than taxes, paid by a person for marijuana items.

(b) The tax shall be collected by the licensee that receives the consideration rendered for the marijuana item.

(c) The tax imposed by this subsection is in addition to and not in lieu of any state tax on marijuana items, or any other sales taxes after adopted by the County.

Section 2.16.050 Effective Date

This Ordinance shall become effective at 12:01A.M. on the 1st day of January, 2017, if it is approved by voters at the November 8, 2016 election.

EXHIBIT “B”

BALLOT TITLE

COUNTY: Curry

DATE OF ELECTION: November 8, 2016

Caption:

Measure to authorize a county marijuana retail sales tax

Question:

Shall Curry County be authorized to collect a marijuana retail sales tax throughout Curry County except in the cities?

Summary:

State law allows local government to impose a 3% tax on retail sales of recreational marijuana if approved by the voters. On May 4, 2016, the Curry County Board of Commissioners approved an ordinance to impose such a tax, subject to voter approval. The law includes definitions taken from state law, authorizes rule-making to implement the ordinance, and imposes the 3% tax on retail marijuana sales. The County tax would be imposed only in the unincorporated areas of the county, and cities may adopt their own tax. The overall financial impact is undetermined and depends on total retail establishments and total retail sales. The money will be deposited to the General Fund of the County.

DATED this 3rd day of August, 2016.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Susan Brown, Vice Chair

David Brock Smith, Commissioner

Approved as to Form:

John Hutt
Curry County Legal Counsel

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Master Payroll FY 2016-17 Amendment

AGENDA DATE^a: 8/3/16 **DEPARTMENT:** Finance **TIME NEEDED:** 5 min

^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: Julie Swift **PHONE/EXT:** 3233 **TODAY'S DATE:** 7/26/16

BRIEF BACKGROUND OR NOTE^b:

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1) Order
- (2) Exhibits A and D
- (3)

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail) Road Department
3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other File Order, Exb A and Exb D

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A
(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
3. If job description, Salary Committee reviewed: Yes No N/A
4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Administrative Actions

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Not applicable to Sheriff's Department since they do not have a liaison

**CURRY COUNTY MASTER PAYROLL
FISCAL YEAR 2016-17**

Exhibit A

Dept	Position	Name	Status	%	Union	Range	Step	Salary/ Hourly	Longevity	Total Gross	Health Insurance	HRA	Life Insurance	FICA	PERS Category	PERS County Portion	Workers' Comp	WC Tax Ben Fund	Total Cost
<i>GENERAL FUND - 1.10</i>																			
<i>BOPTA</i>																			
411.30	County Clerk	Renee Kolen	EO	0.5%				25.87		25.87	5.00		0.03	1.98	PERS	4.71	0.03	0.32	37.94
411.30	Records Manager	Becky Ross	F	5%	U9	A.5		174.65	4.47	179.12	50.00		0.33	13.70	PERS	32.58	0.20	3.22	279.16
<i>Elections</i>																			
414.00	County Clerk	Renee Kolen	EO	49.5%				2,561.54		2,561.54	495.00		3.24	195.96	PERS	465.94	2.93	2.65	3,727.27
414.00	Elections Administrator/Chief Deputy	Shelley Denney	F	100%	E12	C		4,798.00	135.40	4,933.40	1,000.00		6.55	377.41	PERS	897.39	5.64	5.72	7,226.10
<i>Tax Office</i>																			
415.15	Chief Tax Deputy	Sheryl Luzmoor	F	100%	SEIU	U7	E	3,409.00	73.58	3,482.58	1,000.00		6.55	266.42	PERS	633.48	3.98	5.36	5,398.38
<i>Treasurer's Office</i>																			
415.16	County Treasurer	Debbie Crumley	EO	100%				5,127.00		5,127.00	1,000.00		4.20	392.22	PERS	932.60	62.26	5.36	7,523.64
<i>Assessor's Office</i>																			
415.17	County Assessor	Jim Kolen	EO	100%				5,228.83		5,228.83	1,000.00		6.55	400.01	PERS	951.12	63.50	5.36	7,655.38
415.17	Deputy Assessor	Tracy Garner	F	100%	E11	F		5,214.00	135.40	5,349.40	1,000.00		6.55	409.23	PERS	973.06	64.96	5.72	7,808.92
415.17	Appraiser II	Anthony Pagano	F	100%	SEIU	U8	A	3,092.00	-	3,092.00	1,000.00		4.20	236.54	OPSRP	233.76	37.55	5.36	4,609.40
415.17	Appraiser II	Kiley Wegner	F	100%	SEIU	U8	A	3,092.00	-	3,092.00	1,000.00		6.55	236.54	OPSRP	233.76	37.55	5.36	4,611.75
415.17	Administrative Secretary	Wendy Carpenter	F	100%	SEIU	U7	A.5	2,874.00	44.15	2,918.15	1,000.00		6.55	223.24	OPSRP	220.61	3.34	5.36	4,377.25
415.17	Sr. Department Specialist	Lacey Kreick	F	100%	SEIU	U6	A	2,544.00	-	2,544.00	1,000.00		4.20	194.62	OPSRP	192.33	2.91	5.36	3,943.42
415.17	Cartographer/Appraiser	Lacey Young	IRR					20.75		1,708.42			-	130.69	OPSRP	129.16	1.95	2.72	1,972.94
<i>G.I.S.</i>																			
415.18			F	0%				-	-	-	-		-	-	OPSRP	-	-	-	-
<i>District Attorney's Office</i>																			
415.30	Deputy District Attorney III	Jake Conde	F	100%	E14	E		5,964.00		5,964.00	1,000.00		6.50	456.25	OPSRP	450.88	6.82	5.72	7,890.17
415.30	Deputy District Attorney I	Josh Spansail	F	100%	E11	C.5		4,618.00	-	4,618.00	1,000.00		6.55	353.28	OPSRP	349.12	5.28	5.72	6,337.95
415.30	Office Manager	Stacy DeLonge	F	75%	E9	C.5		2,991.00	-	2,991.00	750.00		3.15	228.81	OPSRP	226.12	3.42	4.29	4,206.79
415.30	Legal Secretary	Tim Smith	F	100%	SEIU	U6	C	2,990.00	-	2,990.00	1,000.00		4.20	228.74	OPSRP	226.04	3.42	5.72	4,458.12
415.30	CDI	Jackie Antunes		0.80	23%	SEIU	U8	A		606.83	230.00		1.51	46.42	OPSRP	45.88	0.69	1.32	932.65
<i>Recording</i>																			
415.40	County Clerk	Renee Kolen	EO	50%				2,587.42		2,587.42	500.00		3.28	197.94	PERS	470.65	2.96	2.68	3,764.92
415.40	Records Manager	Becky Ross	F	95%	N9	A.5		3,318.35	85.01	3,403.36	950.00		6.22	260.36	PERS	619.07	3.89	5.09	5,247.99
415.40	Deputy Clerk I	Stephanie Maurer	F	100%	SEIU	U6	A	2,544.00	-	2,544.00	1,000.00		6.55	194.62	OPSRP	192.33	2.91	5.36	3,945.77
<i>Surveyor</i>																			
419.15	County Surveyor	Relly Smith	EO	IRR				49.22		3,412.59	-		-	261.06	OPSRP	257.99	41.44	2.29	3,975.37
419.15	Department Specialist	Sherri Buckel	IRR					14.00		1,092.00	-		-	83.54	OPSRP	82.56	1.25	2.57	1,261.92
419.15	Survey Tech	Cody Coons	IRR					15.00		260.00				19.89			3.16	0.57	283.62
419.15	Survey Tech	Quincy Coons	IRR					15.00		260.00				19.89			3.16	0.57	283.62
<i>Sheriff - Civil and Criminal</i>																			
421.20	County Sheriff	John Ward	EO	40%	EO			2,525.33		2,525.33	400.00		3.46	193.19	PERS	459.36	59.34	2.29	3,642.96
421.20	Captain	Mick Espinoza	F	30%	E15	D		1,803.30	-	1,803.30	300.00		2.60	137.95	PERS	328.02	42.37	1.72	2,615.95

**CURRY COUNTY MASTER PAYROLL
FISCAL YEAR 2016-17**

Exhibit A

Dept	Position	Name	Status	%	Union	Range	Step	Salary/ Hourly	Longevity	Total Gross	Health Insurance	HRA	Life Insurance	FICA	PERS Category	County Portion	Workers' Comp	WC Tax Ben Fund	Total Cost
421.20	Detective III	David Gardiner	F	100%	TMSTR	S6	F	5,055.00	193.42	5,248.42	1,089.37	50.00	8.65	401.50	PERS	954.69	123.32	5.72	7,881.67
421.20	Sergeant II	John Ensley	F	100%	TMSTR	S18	E	5,536.00	193.42	5,729.42	1,089.37	50.00	8.65	438.30	PERS	1,042.18	134.62	5.72	8,498.26
421.20	Road Deputy III	Phillip McDonald	F	100%	TMSTR	S3	F	4,884.00	-	4,884.00	1,089.37	50.00	8.65	373.63	PERS	888.40	114.75	5.72	7,414.52
421.20	Road Deputy III	Nathanael Hughes	F	100%	TMSTR	S3	E	4,653.00	-	4,653.00	1,089.37	50.00	8.65	355.95	OPSRP	543.01	109.33	5.72	6,815.03
421.20	Road Deputy II	open position	F	100%	TMSTR	S2	A	3,644.00	-	3,644.00	1,089.37	50.00	8.65	278.77	OPSRP	425.25	85.62	5.72	5,587.38
421.20	Road Deputy I	Chris Hanson	F	100%	TMSTR	S1	D	4,018.00	-	4,018.00	1,089.37	50.00	8.65	307.38	OPSRP	468.90	94.41	5.72	6,042.42
421.20	Road Deputy I	Mackenzie Burdett	F	100%	TMSTR	S1	C	3,826.00	-	3,826.00	1,089.37	50.00	8.65	292.69	OPSRP	446.49	89.90	5.72	5,809.82
421.20	Road Deputy I	open position	F	100%	TMSTR	S1	C	3,826.00	-	3,826.00	1,089.37	50.00	8.65	292.69	OPSRP	446.49	89.90	5.72	5,808.82
421.20	Road Deputy I	Lucas Tobias	F	100%	TMSTR	S1	B	3,644.00	-	3,644.00	1,089.37	50.00	6.30	278.77	OPSRP	425.25	85.62	5.72	5,585.03
421.20	Road Deputy I	Don Miller	F	100%	TMSTR	S1	C	3,826.00	-	3,826.00	1,089.37	50.00	8.65	292.69	OPSRP	446.49	89.90	5.72	5,808.82
421.20	Road Deputy I	open position	F	100%	TMSTR	S1	C	3,826.00	-	3,826.00	1,089.37	50.00	8.65	292.69	OPSRP	446.49	89.90	5.72	5,808.82
421.20	Road Deputy I	open position	F	100%	TMSTR	S1	C	3,826.00	-	3,826.00	1,089.37	50.00	8.65	292.69	OPSRP	446.49	89.90	5.72	5,808.82
421.20	Chief Civil Deputy II	Joan Allen-Steinke	F	100%	TMSTR	S14	F	4,367.00	89.80	4,456.80	1,089.37	50.00	8.65	340.95	OPSRP	520.11	104.72	5.72	6,576.31
421.20	Executive Administrative Assistant	Pam Dickson	F	100%	TMSTR	S12	F	4,584.00	-	4,584.00	1,089.37	50.00	6.30	350.68	OPSRP	534.95	5.24	5.72	6,626.26
<i>Search and Rescue</i>																			
421.21	County Sheriff	John Ward	EO	10%	EO			631.33	-	631.33	100.00	-	0.87	48.30	PERS	114.84	14.83	0.57	910.74
421.21	Captain	Mick Espinoza	F	25%	E15	D		1,502.75	-	1,502.75	250.00	-	2.16	114.96	PERS	273.35	35.31	1.43	2,179.96
421.21	Sergeant II	Ted Heath	F	12%	TMSTR	S18	E	664.32	23.21	687.53	130.72	6.00	1.04	52.60	PERS	125.06	16.15	0.69	1,019.79
<i>Marine Patrol</i>																			
421.23	Sergeant II	Ted Heath	F	88%	TMSTR	S18	E	4,871.68	170.21	5,041.89	958.65	44.00	7.61	385.70	PERS	917.12	118.91	5.03	7,478.91
421.23	Marine Deputy III	Walter Scherbarth	F	100%	TMSTR	S3	F	4,884.00	193.42	5,077.42	1,089.37	50.00	8.65	388.42	PERS	923.58	119.75	5.72	7,662.91
<i>Forest Patrol</i>																			
421.24	Forest Patrol Deputy	Jared Gray	F	100%	TMSTR	S2	F	4,653.00	57.38	4,710.38	1,089.37	50.00	8.65	360.34	OPSRP	549.70	110.68	5.72	6,884.84
<i>Corrections</i>																			
421.26	County Sheriff	John Ward	EO	25%	EO			1,578.33	-	1,578.33	250.00	-	2.16	120.74	PERS	287.10	37.08	1.43	2,276.85
421.26	Captain	Mick Espinoza	F	10%	E15	D		601.10	-	601.10	100.00	-	0.87	45.98	PERS	109.34	14.12	0.57	871.98
421.26	Sergeant II	Joel Hensley	F	70%	S18	D		3,690.40	94.78	3,785.18	700.00	-	6.06	289.57	PERS	688.52	88.94	5.72	5,563.98
421.26	Corporal	Lena Rupe	F	100%	TMSTR	S16	B	4,149.00	-	4,149.00	1,089.37	50.00	8.65	317.40	OPSRP	484.19	97.48	5.72	6,201.81
421.26	Corrections Deputy II	James Turner	F	100%	TMSTR	S8	F	4,167.00	125.72	4,492.72	1,089.37	50.00	8.65	343.69	PERS	817.23	105.56	5.72	6,912.94
421.26	Corrections Deputy I	Jeremy Dumire	F	100%	TMSTR	S7	D	3,772.00	-	3,772.00	1,089.37	50.00	6.30	288.56	OPSRP	440.19	88.63	5.72	5,740.77
421.26	Corrections Deputy I	Jordan Rhodes	F	100%	TMSTR	S7	A	3,258.00	-	3,258.00	1,089.37	50.00	8.65	249.24	OPSRP	380.21	76.55	5.72	5,117.74
421.26	Corrections Deputy I	Jacob Howard	F	100%	TMSTR	S7	C	3,592.00	-	3,592.00	1,089.37	50.00	8.65	274.79	OPSRP	419.19	84.40	5.72	5,524.11
421.26	Corrections Deputy I	Jeremy Krohn	F	100%	TMSTR	S7	C	3,592.00	-	3,592.00	1,089.37	50.00	8.65	274.79	OPSRP	419.19	84.40	5.72	5,524.11
421.26	Corrections Deputy I	Ryan Brose	F	100%	TMSTR	S7	C	3,592.00	-	3,592.00	1,089.37	50.00	6.30	274.79	OPSRP	419.19	84.40	5.72	5,521.76
421.26	Corrections Deputy I	Ray Warren	F	100%	TMSTR	S7	B	3,420.00	-	3,420.00	1,089.37	50.00	8.65	261.63	OPSRP	399.11	80.36	5.72	5,314.84
421.26	Corrections Deputy I	Kyle Curtis	F	100%	TMSTR	S7	B	3,420.00	-	3,420.00	1,089.37	50.00	8.65	261.63	OPSRP	399.11	80.36	5.72	5,314.84
421.26	Corrections Deputy I	Jennifer Crandell	F	100%	TMSTR	S7	A	3,258.00	-	3,258.00	1,089.37	50.00	8.65	249.24	OPSRP	380.21	76.55	5.72	5,117.74
421.26	Corrections Deputy I	Roddy Grace	F	100%	TMSTR	S7	A	3,258.00	-	3,258.00	1,089.37	50.00	8.65	249.24	OPSRP	380.21	76.55	5.72	5,117.74
421.26	Corrections Deputy I	Robert Helme	F	100%	TMSTR	S7	A	3,258.00	-	3,258.00	1,089.37	50.00	8.65	249.24	OPSRP	380.21	76.55	5.72	5,117.74
421.26	Facilities Maintenance Worker	Tad Ringulet	F	50%	SEIU	U6	A,5	1,390.00	-	1,390.00	500.00	-	3.28	106.34	OPSRP	105.08	40.12	2.86	2,147.67
421.26	Health Care Performance Officer	Georganna Greene	IRR					50.00	-	2,166.67	-	-	-	165.75	PERS	-	50.91	1.43	2,384.75
421.26	Jail Nurse Practitioner	Mary Frodermann	IRR					50.00	-	625.00	-	-	-	47.81	OPSRP	-	14.69	0.36	687.86
421.26	Health Care Performance Officer	Jeannine Williams-Barnard	IRR					50.00	-	2,166.67	-	-	-	165.75	PERS	-	50.91	1.43	2,384.75
<i>Communications</i>																			
421.51	County Sheriff	John Ward	EO	15%	EO			947.00	-	947.00	150.00	-	1.30	72.45	PERS	172.26	22.25	0.86	1,366.11
421.51	Captain	Mick Espinoza	F	20%	E15	D		1,202.20	-	1,202.20	200.00	-	1.73	91.97	PERS	218.68	28.25	1.14	1,743.97
421.51	Sergeant II	Joel Hensley	F	30%	S18	D		1,581.60	40.62	1,622.22	300.00	-	2.60	124.10	PERS	295.08	38.12	5.72	2,387.83
421.51	Communications Deputy III	Randy Ullom	F	100%	TMSTR	S12	F	4,584.00	94.29	4,678.29	1,089.37	50.00	8.65	357.89	PERS	850.98	109.92	5.72	7,150.82
421.51	Communications Deputy III	Kathy Mazur	F	100%	TMSTR	S12	F	4,584.00	56.57	4,640.57	1,089.37	50.00	8.65	355.00	PERS	844.12	109.03	5.72	7,102.47
421.51	Communications Deputy I	Stacy Wright	F	100%	TMSTR	S10	F	4,158.00	51.30	4,209.30	1,089.37	50.00	6.30	322.01	OPSRP	491.23	98.90	5.72	6,272.83

**CURRY COUNTY MASTER PAYROLL
FISCAL YEAR 2016-17**

Exhibit A

Dept	Position	Name	Status	%	Union	Range	Step	Salary/ Hourly	Longevity	Total Gross	Health Insurance	HRA	Life Insurance	FICA	PERS Category	County Portion	Workers' Comp	WC Tax Ben Fund	Total Cost
421.51	Communications Deputy I	Tracey Morse	F	100%	TMSTR	S10	D	3,772.00	-	3,772.00	1,089.37	50.00	8.65	288.56	OPSRP	440.19	88.63	5.72	5,743.12
421.51	Communications Deputy I	DJ Storms	F	100%	TMSTR	S10	B	3,420.00	-	3,420.00	1,089.37	50.00	8.65	261.63	OPSRP	399.11	80.36	5.72	5,314.84
421.51	Communications Deputy I	Briana Francisco	F	100%	TMSTR	S10	B	3,420.00	-	3,420.00	1,089.37	50.00	8.65	261.63	OPSRP	399.11	80.36	5.72	5,314.84
421.51	Communications Deputy I	Marcus Dennard	F	100%	TMSTR	S10	A	3,258.00	-	3,258.00	1,089.37	50.00	6.30	249.24	OPSRP	380.21	76.55	5.72	5,115.39
421.51	Communications Deputy I	Chastlity Kolmorgan	F	100%	TMSTR	S10	A	3,258.00	-	3,258.00	1,089.37	50.00	6.30	249.24	OPSRP	380.21	76.55	5.72	5,115.39
<i>Adult Parole and Probation</i>																			
423.50	County Sheriff	John Ward	EO	10%		EO		631.33	-	631.33	100.00		0.87	48.30	PERS	114.84	14.83	0.57	910.74
423.50	Captain	Mick Espinoza	F	15%		E15	D	901.65	-	901.65	150.00		0.95	68.98	PERS	164.01	21.19	5.72	1,312.49
423.50	Sergeant II	David Denney	F	100%	TMSTR	S18	F	5,810.00	135.40	5,945.40	1,089.37	50.00	6.30	454.82	PERS	1,081.47	139.69	5.72	8,772.77
423.50	Adult Parole & Probation Officer III	Mike Lang	F	100%	TMSTR	S26	F	4,942.00	135.40	5,077.40	1,089.37	50.00	8.65	388.42	PERS	923.58	119.30	5.72	7,662.44
423.50	Adult Parole & Probation Officer I	Vicki Fisher	F	100%	TMSTR	S24	F	4,483.00	55.33	4,538.33	1,089.37	50.00	6.30	347.18	OPSRP	825.52	106.63	5.72	6,969.06
423.50	Adult Parole & Probation Officer I	Dona Dotson	F	100%	TMSTR	S24	F	4,483.00	55.33	4,538.33	1,089.37	50.00	6.30	347.18	PERS	825.52	106.63	5.72	6,969.06
<i>Juvenile</i>																			
423.60	Juvenile Director	Jay Trost	F	80%		E14	F	5,008.80	-	5,008.80	800.00		5.24	383.17	OPSRP	378.67	117.69	4.58	6,698.14
423.60	Operations Manager	Penny Hudgens	F	80%		N9	F	3,604.80	148.26	3,753.06	800.00		3.36	287.11	PERS	682.68	4.29	5.72	5,536.23
423.60	Sr. Juvenile Counselor	Wendy Lang	F	100%	SEIU	U12	B	4,708.00	96.71	4,804.71	1,000.00		6.55	367.56	OPSRP	363.24	112.89	5.72	6,660.67
423.60	Juvenile Counselor II	Alonzo Nails	F	100%	SEIU	U9	A	3,636.00	-	3,636.00	1,000.00		4.20	278.15	OPSRP	274.88	85.43	5.72	5,284.39
423.60	Juvenile Counselor II	Karlie Wright	F	100%	SEIU	U9	B	3,818.00	57.27	3,875.27	1,000.00		6.55	296.46	OPSRP	292.97	91.05	5.72	5,568.02
423.60	Community Service Coordinator	Tate Wardle	F	70%	SEIU	U8	A.5	2,366.70	-	2,366.70	700.00		2.94	181.05	OPSRP	178.92	55.61	4.00	3,489.23
423.60	Summer Work Crew Leader	Samantha Henry	IRR					13.50		450.00	-		-	34.43	PERS	-	12.20	1.10	497.72
423.60	Summer Work Crew	Jaedyn Greene	IRR					10.00		433.33	-		-	33.15	PERS	-	11.75	1.10	479.33
423.60	Summer Work Crew	Taylor Bright	IRR					10.00		433.33	-		-	33.15	PERS	-	11.75	1.10	479.33
423.60	Summer Work Crew	Taylor Mather	IRR					10.00		433.33	-		-	33.15	PERS	-	11.75	1.10	479.33
<i>Emergency Services</i>																			
429.10	County Sheriff	John Ward	EO	10%		EO		631.33	-	631.33	100.00		0.87	48.30	PERS	114.84	14.83	0.57	910.74
429.10	Emergency Services Coord	Don Kendall	F	100%		E10	A	3,892.00	-	3,892.00	1,000.00		4.20	297.74	OPSRP	294.24	8.22	5.72	5,502.11
429.10	Sergeant II	Ted Heath	F	10%	TMSTR	S18	D	521.50	19.34	540.84	108.94	5.00	0.87	41.37	PERS	98.38	12.71	0.57	808.68
<i>Solid Waste</i>																			
432.10	County Legal Counsel	John HuttI	F	14%		E17	F	1,030.26	-	1,030.26	140.00		0.59	78.81	PERS	187.40	1.18	0.80	1,439.05
<i>RSVP</i>																			
466.36	RSVP Program Director	Beth Barker-Hidalgo	.9 FTE	100%		E8	B	3,024.00	75.61	3,099.61	800.00		6.55	237.12	PERS	563.82	6.55	4.58	4,718.22
<i>Veterans' Services</i>																			
466.37	Veterans' Services Officer	Anthony Voudy	F	100%		E8	B	3,445.00	-	3,445.00	1,000.00		4.20	263.54	OPSRP	260.44	7.28	5.72	4,986.18
466.37	Assistant Veterans Services Officer	Kathleen Cates-Richardson	IRR					12.00		832.00	-		-		OPSRP	62.90	0.95	2.57	
<u>COMMISSIONERS' FUND - 1.11</u>																			
<i>Commissioners' Office</i>																			
411.10	Commissioner	David Brock Smith	EO	100%				5,539.00	-	5,539.00	1,000.00		4.20	423.73	OPSRP	418.75	11.70	5.36	7,402.74
411.10	Commissioner	Susan Brown	EO	100%				5,064.00	-	5,064.00	1,000.00		4.20	387.40	OPSRP	382.84	10.70	5.36	6,854.49
411.10	Commissioner	Tom Huxley	EO	100%				833.33	-	833.33	1,089.37		-	63.75	OPSRP	-	1.76	2.97	1,991.18
<u>ROAD FUND - 1.15</u>																			
431.00	Roadmaster	Douglas Robbins	F	100%		E17	F	7,359.00	-	7,359.00	1,000.00		6.55	562.96	OPSRP		89.37	5.72	9,023.60
431.00	Road Maint/Const Foreman	Donald Hannen	F	100%		R10	B	23.86	-	4,155.62	1,000.00		6.55	317.90	OPSRP	314.16	228.56	5.75	6,028.54
431.00	Office Manager	Diana Carpenter	F	100%		R8	F	23.86	119.03	4,274.65	1,000.00		6.55	327.01	PERS	777.56	4.89	5.75	6,396.40

**CURRY COUNTY MASTER PAYROLL
FISCAL YEAR 2016-17**

Exhibit A

Dept	Position	Name	Status	%	Union	Range	Step	Salary/ Hourly	Longevity	Total Gross	Health Insurance	HRA	Life Insurance	FICA	PERS Category	County Portion	Workers' Comp	WC Tax Ben Fund	Total Cost
431.00	Shop Foreman	Rockey Carpenter	F	100%		M3	F	24.96	177.72	4,524.92	1,000.00		4.20	346.16	PERS	823.08	120.25	5.75	6,824.36
431.00	Road Maint/Construction III	Allen Rhodes	F	100%		M4	F	22.64	161.23	4,104.36	1,000.00		6.55	313.98	PERS	746.58	225.74	5.75	6,402.97
431.00	Road Maint/Construction III	Ed Allen	F	100%		M4	D	20.51	-	3,572.16	1,000.00		6.55	273.27	OPSRP	270.06	196.47	5.75	5,324.25
431.00	Road Maint/Construction III	Lynn Cary	F	100%		M4	F	22.64	161.23	4,104.36	1,000.00		6.55	313.98	PERS	746.58	225.74	5.75	6,402.97
431.00	Road Maint/Construction III	Gary Carter	F	100%		M4	F	22.64	-	3,943.13	1,000.00		6.55	301.65	OPSRP	298.10	216.87	5.75	5,772.05
431.00	Road Maint/Construction III	Allan Avery	F	100%		M4	E	21.56	-	3,755.03	1,000.00		6.55	287.26	OPSRP	283.88	206.53	5.75	5,545.00
431.00	Mechanic	Robert Halcumb	F	100%		M4	F	22.64	112.86	4,055.99	1,000.00		4.20	310.28	PERS	737.79	107.79	5.75	6,221.80
431.00	Drainage/Vegetation Maint	Gary Wolford	F	100%		M4	F	22.64	112.86	4,055.99	1,000.00		6.55	310.28	PERS	737.79	223.08	5.75	6,339.44
431.00	Road Maint/Construction II	Steven Brewer	F	100%		M5	F	20.51	146.09	3,718.25	1,000.00		6.55	284.45	PERS	676.35	204.50	5.75	5,895.84
431.00	Road Maint/Construction II	Chuck Gage	F	100%		M5	F	20.51	-	3,572.16	1,000.00		4.20	273.27	PERS	649.78	196.47	5.75	5,701.62
431.00	Road Maint/Construction I	Bruce Kaufman	F	100%		M6	C	16.05	-	2,795.38	1,000.00		6.55	213.85	PERS	508.48	153.75	5.75	4,683.74
431.00	Road Maint/Construction I	Kim Alexander	F	100%		M6	C	16.05	-	2,795.38	1,000.00		6.55	213.85	OPSRP	211.33	153.75	5.75	4,386.59
431.00	Road Maint/Construction I	Stephanie Herzog	F	100%		M6	C	16.05	-	2,795.38	1,000.00		4.20	213.85	OPSRP	211.33	153.75	5.75	4,384.24
431.00	Engineering Tech II	Lloyd Matlock	F	100%		R8	F	23.86	85.02	4,240.64	1,000.00		6.55	324.41	OPSRP	320.59	51.50	5.75	5,949.43
431.00	Engineering Tech II	Robert Schafer	F	100%		R8	F	23.86	170.04	4,325.66	1,000.00		6.55	330.91	PERS	786.84	52.53	5.75	6,508.23
431.00	Engineering Tech II	Jerry Story	F	100%		R8	F	23.86	170.04	4,325.66	1,000.00		6.55	330.91	PERS	786.84	52.53	5.75	6,508.23
431.00	Sr. Accounting Specialist	Susan Martin	IRR					15.97		1,384.07				105.88	OPSRP	104.64	1.58	2.86	1,599.03

LAW LIBRARY FUND - 1.25

412.50	Office Manager	Stacy De Longe	F	25%		E9	C.5	997.00	-	997.00	250.00		1.05	76.27	OPSRP	75.37	1.14	1.43	1,402.26
--------	----------------	----------------	---	-----	--	----	-----	--------	---	--------	--------	--	------	-------	-------	-------	------	------	----------

ECONOMIC DEVELOPMENT FUND - 1.27

465.20	Economic Development Assistant	Summer Matteson	F	45%		N8	B	1,512.00	-	1,512.00	450.00		2.95	115.67	OPSRP	114.31	1.73	2.57	2,199.23
--------	--------------------------------	-----------------	---	-----	--	----	---	----------	---	----------	--------	--	------	--------	-------	--------	------	------	----------

COUNTY PARKS FUND - 1.40

452.50	Juvenile Director	Jay Trost	F	20%		E14	F	1,252.20	-	1,252.20	200.00		1.31	95.79	OPSRP	94.67	29.42	1.14	1,674.54
452.50	Operations Manager	Penny Hudgens	F	20%		N9	F	901.20	37.07	938.27	200.00		0.84	71.78	PERS	170.67	1.07	5.72	1,388.35
452.50	Community Service Coordinator	Tate Wardle	F	30%	SEIU	U8	A.5	1,014.30	-	1,014.30	300.00		1.26	77.59	OPSRP	76.68	23.83	1.72	1,495.38

VICTIMS' ASSISTANCE FUND - 2.12

Unitary Assessment

412.30	Victims' Assist Program Advocate	Christine Mather	F	27%	SEIU	U8	A	890.46		890.46	270.00		1.77	68.12	OPSRP	67.32	1.02	1.45	1,300.13
412.30	Victim Advocate	Jean Campbell	IRR	27%				14.50		271.44				20.77	OPSRP	20.52	0.31	0.62	313.65

VOCA Basic

412.31	Victims' Assist Program Advocate	Christine Mather	F	34%	SEIU	U8	A	1,121.32		1,121.32	340.00		2.23	85.78	OPSRP	84.77	1.28	1.82	1,637.21
412.31	Victim Advocate	Jean Campbell	IRR	34%				14.50		341.81				26.15	OPSRP	62.18	0.39	0.78	431.31

VOCA Project Grant

412.34	Victims' Assist Program Advocate	Christine Mather	F	39%	SEIU	U8	A	1,286.22		1,286.22	390.00		2.55	98.40	OPSRP	97.24	1.47	2.09	1,877.97
412.34	Victim Advocate	Jean Campbell	IRR	39%				14.50		392.08				29.99	OPSRP	71.32	0.45	0.89	494.73

CHILD ADVOCACY FUND - 2.13

412.50	Coordinator/Director/Interviewer	Jackie Antunes	.80 FTE	77%	SEIU	U8	A	2,031.57		2,031.57	616.00		5.04	155.41	PERS	369.54	2.32	3.52	3,183.42
--------	----------------------------------	----------------	---------	-----	------	----	---	----------	--	----------	--------	--	------	--------	------	--------	------	------	----------

COUNTY FAIR FUND - 2.14

Administration

451.40	Event Center Manager	Ron Crook	IRR	50%				21.56		898.33				68.72			19.21	1.38	987.64
--------	----------------------	-----------	-----	-----	--	--	--	-------	--	--------	--	--	--	-------	--	--	-------	------	--------

**CURRY COUNTY MASTER PAYROLL
FISCAL YEAR 2016-17**

Exhibit A

Dept	Position	Name	Status	%	Union	Range	Step	Salary/ Hourly	Longevity	Total Gross	Health Insurance	HRA	Life Insurance	FICA	PERS Category	County Portion	Workers' Comp	WC Tax Ben Fund	Total Cost
451.40	Office Assistant	Nikki Sparks	IRR	100%				15.00		1,250.00				95.63	OPSRP	94.50	1.43	2.75	1,444.31
451.40	Maintenance	Jeffrey Clarno	IRR	100%				12.00		1,000.00				76.50	PERS	181.90	21.38	2.75	1,282.53
451.40	Maintenance	Charles Brinson	IRR	100%				10.00		416.67				31.88			8.91	1.38	458.83
451.40	Maintenance	Zachary Willms	IRR	100%				10.00		416.67				31.88			8.91	1.38	458.83
451.40	Maintenance	Paul Giovannetti	IRR	100%				10.00		833.33				63.75	PERS	151.58	17.82	2.75	1,069.24
451.40	Maintenance	Gary Hoenle	IRR	100%				10.00		416.67				31.88			8.91	1.38	458.83
<i>Fair Operations</i>																			
451.41	Event Center Manager	Ron Crook	IRR	50%				21.56		898.33				68.72			19.21	1.38	987.64
451.41	Irregular Employee	Mureen Walker	IRR	100%				10.64		709.33				54.26	OPSRP	53.63	0.81	2.20	820.23
<u>PUBLIC SERVICES FUND - 2.17</u>																			
<i>Planning</i>																			
419.10	Planning Director	Carolyn Johnson	F	100%		E12	E.5	5,424.00	-	5,424.00	1,000.00		6.55	414.94	OPSRP	410.05	65.39	5.72	7,326.65
419.10	Planner	Nancy Chester	F	100%	SEIU	U7	C.5	3,169.00	73.58	3,242.58	1,000.00		6.55	248.06	OPSRP	245.14	3.71	5.36	4,751.40
<i>Building</i>																			
424.20	Building Official	Dan Sigvartsen	F	100%		E11	A	4,086.00	96.71	4,182.71	1,000.00		6.55	319.98	OPSRP	316.21	50.79	5.72	5,881.97
424.20	Administrative Assistant	Shellie Creighton	F	100%		U7	A	3,092.00	-	3,092.00	1,000.00		4.20	236.54	OPSRP	233.76	3.54	5.36	4,575.39
424.20	Plumbing Inspector	Hank Eckardt	IRR					35.00		1,750.00	-		-	133.88		-	21.25	1.65	1,906.78
<u>ADMINISTRATIVE SERVICES FUND - 2.20</u>																			
<i>BOC Office</i>																			
411.10	Administrative Assistant	open position	F	100%		N8	A	3,202.00	-	3,202.00	1,000.00		6.55	244.95	OPSRP	242.07	3.66	5.72	4,704.96
411.10	Administrative Assistant	Shel Megson	F	100%		N8	A	3,202.00	-	3,202.00	1,000.00		6.55	244.95	OPSRP	242.07	3.66	5.72	4,704.96
411.10	Economic Development Assistant	Summer Matteson	F	55%		N8	B	1,848.00	-	1,848.00	550.00		3.60	141.37	OPSRP	139.71	2.11	3.15	2,687.94
<i>Accounting</i>																			
415.12	County Accountant	open position	F	100%		E13	B.5	4,970.00	-	4,970.00	1,000.00		4.20	380.21	OPSRP	375.73	5.69	5.72	6,741.54
415.12	Sr. Accounting Clerk	Cena Crook	F	100%	SEIU	U8	A	3,092.00	48.67	3,140.67	1,000.00		4.20	240.26	OPSRP	237.43	3.59	5.36	4,631.52
<i>County Counsel</i>																			
415.30	County Legal Counsel	John Huttli	F	30.5%		E17	F	2,244.50	-	2,244.50	305.00		1.28	171.70	PERS	408.27	2.57	1.74	3,135.07
415.30	Legal Assistant	Brenda Starbird	F	100%		N8	E.5	3,988.00	-	3,988.00	1,000.00		6.55	305.08	PERS	725.42	4.56	5.36	6,034.97
<i>Payroll and Personnel</i>																			
412.50	Payroll & Personnel Coordinator	Julie Swift	F	100%		N9	F	4,224.00	121.62	4,345.62	1,000.00		6.55	332.44	PERS	790.47	4.97	5.36	6,485.41
<i>Information Technology</i>																			
419.20	Director of IT	open position	F	100%		C12	D.5	6,169.00	-	6,169.00	1,000.00		6.55	471.93	OPSRP	466.38	42.34	5.72	8,161.92
419.20	Computer Technician	open position	F	100%		C8	D.5	4,531.00	-	4,531.00	1,000.00		6.55	346.62	OPSRP	342.54	31.10	5.72	6,263.54
<i>Occupancy - Central</i>																			
419.41	Facilities Director	Eric Hanson	F	50%		E11	A	2,043.00	29.02	2,072.02	500.00		3.28	158.51	OPSRP	156.64	53.06	2.86	2,946.36
419.41	Facilities Maintenance Worker	Tad Ringulet	F	15%	SEIU	U6	A.5	417.00		417.00	150.00		0.98	31.90	OPSRP	31.53	10.68	0.86	642.94
419.41	Custodian	Danny Richardson	.45 FTE	100%	SEIU	U5	A	1,107.45		1,107.45	-			84.72	OPSRP	83.72	28.36	2.57	1,306.83
<u>CABLE TV FUND - 2.31</u>																			

**CURRY COUNTY MASTER PAYROLL
FISCAL YEAR 2016-17**

Exhibit A

Dept	Position	Name	Status	%	Union	Range	Step	Salary/ Hourly	Longevity	Total Gross	Health Insurance	HRA	Life Insurance	FICA	PERS Category	County Portion	Workers' Comp	WC Tax Ben Fund	Total Cost	
411.10	County Legal Counsel	John Huttli	F	55.5%		E17	F	4,084.25	-	4,084.25	555.00		2.33	312.44	PERS	742.92	4.67	3.17	5,704.79	
										-										-
<u>BUILDING REPAIR AND CONSTRUCTION PROJECTS FUND - 2.33</u>										-										-
419.40	Facilities Director	Eric Hanson	F	50%		E11	A	2,043.00	29.02	2,072.02	500.00		3.28	158.51	OPSRP	156.64	53.06	2.86	2,946.36	
419.40	Facilities Maintenance Worker	Tad Ringulet	F	35% SEIU		U6	A.5	973.00		973.00	350.00		2.29	74.43	OPSRP	73.56	24.92	2.00	1,500.20	

2016 - 2017 CURRY COUNTY
 SALARY CONVERSION TABLE
 NON-EXEMPT - 40 HOUR WEEK
 RANGE 6-R

Exhibit D

ROAD DEPARTMENT

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	15.3829	23.0743	31,996.37	2,666.36
B	16.1520	24.2281	33,596.24	2,799.69
C	16.9472	25.4208	35,250.16	2,937.51
D	17.8077	26.7115	37,039.92	3,086.66
E	18.6942	28.0413	38,883.93	3,240.33
F	19.6199	29.4298	40,809.33	3,400.78

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	42.00	503.94
10-15 YEARS - 2.5%	69.99	839.91
15-20 YEARS - 3.5%	97.99	1,175.87
20+ YEARS - 5.0%	139.98	1,679.81

2016 - 2017 CURRY COUNTY
 SALARY CONVERSION TABLE
 NON-EXEMPT - 40 HOUR WEEK
 RANGE 7-R

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	16.9472	25.4208	35,250.16	2,937.51
B	17.8077	26.7115	37,039.92	3,086.66
C	18.6942	28.0413	38,883.93	3,240.33
D	19.6199	29.4298	40,809.33	3,400.78
E	20.6105	30.9158	42,869.94	3,572.50
F	21.6405	32.4607	45,012.15	3,751.01

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	46.30	555.60
10-15 YEARS - 2.5%	77.17	926.00
15-20 YEARS - 3.5%	108.03	1,296.40
20+ YEARS - 5.0%	154.33	1,852.00

2016 - 2017 CURRY COUNTY
 SALARY CONVERSION TABLE
 NON-EXEMPT - 40 HOUR WEEK
 RANGE 8-R

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	18.6942	28.0413	38,883.93	3,240.33
B	19.6199	29.4298	40,809.33	3,400.78
C	20.6105	30.9158	42,869.94	3,572.50
D	21.6405	32.4607	45,012.15	3,751.01
E	22.7223	34.0835	47,262.44	3,938.54
F	23.8566	35.7849	49,621.66	4,135.14

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	51.01	612.14
10-15 YEARS - 2.5%	85.02	1,020.23
15-20 YEARS - 3.5%	119.03	1,428.33
20+ YEARS - 5.0%	170.04	2,040.47

2016 - 2017 CURRY COUNTY
 SALARY CONVERSION TABLE
 NON-EXEMPT - 40 HOUR WEEK
 RANGE 9-R

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	20.6105	30.9158	42,869.94	3,572.50
B	21.6405	32.4607	45,012.15	3,751.01
C	22.7223	34.0835	47,262.44	3,938.54
D	23.8566	35.7849	49,621.66	4,135.14
E	25.0557	37.5836	52,115.89	4,342.99
F	26.3073	39.4610	54,719.25	4,559.94

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	594.86
10-15 YEARS - 2.5%	96.71	991.44
15-20 YEARS - 3.5%	135.40	1,388.02
20+ YEARS - 5.0%	193.42	1,982.88

2016 - 2017 CURRY COUNTY
 SALARY CONVERSION TABLE
 NON-EXEMPT - 40 HOUR WEEK
 RANGE 10-R

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	22.7223	34.0835	47,262.44	3,938.54
B	23.8566	35.7849	49,621.66	4,135.14
C	25.0557	37.5836	52,115.89	4,342.99
D	26.3073	39.4610	54,719.25	4,559.94
E	27.6109	41.4164	57,430.70	4,785.89
F	28.9929	43.4893	60,305.13	5,025.43

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

2016 - 2017 CURRY COUNTY
 SALARY CONVERSION TABLE
 MAINTENANCE AND TRADE
 RANGE 9-M

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	10.8461	16.2692	22,559.91	1,879.99
B	11.3810	17.0715	23,672.54	1,972.71
C	11.9544	17.9316	24,865.08	2,072.09
D	12.5541	18.8311	26,112.51	2,176.04
E	13.1928	19.7893	27,441.11	2,286.76
F	13.8578	20.7867	28,824.18	2,402.01

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	29.59	355.09
10-15 YEARS - 2.5%	49.32	591.81
15-20 YEARS - 3.5%	69.04	828.54
20+ YEARS - 5.0%	98.64	1,183.63

2016 - 2017 CURRY COUNTY
 SALARY CONVERSION TABLE
 MAINTENANCE AND TRADE
 RANGE 8-M

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	11.9544	17.9316	24,865.08	2,072.09
B	12.5541	18.8311	26,112.51	2,176.04
C	13.1928	19.7893	27,441.11	2,286.76
D	13.8578	20.7867	28,824.18	2,402.01
E	14.5616	21.8425	30,288.20	2,524.02
F	15.2786	22.9180	31,779.56	2,648.30

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	32.64	391.69
10-15 YEARS - 2.5%	54.40	652.81
15-20 YEARS - 3.5%	76.16	913.94
20+ YEARS - 5.0%	108.80	1,305.63

2016 - 2017 CURRY COUNTY
 SALARY CONVERSION TABLE
 MAINTENANCE AND TRADE
 RANGE 7-M

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	13.1928	19.7893	27,441.11	2,286.76
B	13.8578	20.7867	28,824.18	2,402.01
C	14.5616	21.8425	30,288.20	2,524.02
D	15.2786	22.9180	31,779.56	2,648.30
E	16.0478	24.0717	33,379.43	2,781.62
F	16.8561	25.2841	35,060.69	2,921.72

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	36.03	432.36
10-15 YEARS - 2.5%	60.05	720.60
15-20 YEARS - 3.5%	84.07	1,008.85
20+ YEARS - 5.0%	120.10	1,441.21

2016 - 2017 CURRY COUNTY
 SALARY CONVERSION TABLE
 MAINTENANCE AND TRADE
 RANGE 6-M

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	14.5616	21.8425	30,288.20	2,524.02
B	15.2786	22.9180	31,779.56	2,648.30
C	16.0478	24.0717	33,379.43	2,781.62
D	16.8561	25.2841	35,060.69	2,921.72
E	17.7163	26.5744	36,849.82	3,070.82
F	18.6029	27.9044	38,694.04	3,224.50

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	39.72	476.69
10-15 YEARS - 2.5%	66.21	794.49
15-20 YEARS - 3.5%	92.69	1,112.28
20+ YEARS - 5.0%	132.41	1,588.98

2016 - 2017 CURRY COUNTY
 SALARY CONVERSION TABLE
 MAINTENANCE AND TRADE
 RANGE 5-M

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	16.0478	24.0717	33,379.43	2,781.62
B	16.8561	25.2841	35,060.69	2,921.72
C	17.7163	26.5744	36,849.82	3,070.82
D	18.6029	27.9044	38,694.04	3,224.50
E	19.5286	29.2929	40,619.44	3,384.95
F	20.5062	30.7593	42,652.93	3,554.41

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	43.83	525.91
10-15 YEARS - 2.5%	73.04	876.52
15-20 YEARS - 3.5%	102.26	1,227.12
20+ YEARS - 5.0%	146.09	1,753.03

2016 - 2017 CURRY COUNTY
 SALARY CONVERSION TABLE
 MAINTENANCE AND TRADE
 RANGE 4-M

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	17.7163	26.5744	36,849.82	3,070.82
B	18.6029	27.9044	38,694.04	3,224.50
C	19.5286	29.2929	40,619.44	3,384.95
D	20.5062	30.7593	42,652.93	3,554.41
E	21.5621	32.3432	44,849.17	3,737.43
F	22.6442	33.9663	47,099.89	3,924.99

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	48.37	580.41
10-15 YEARS - 2.5%	80.61	967.35
15-20 YEARS - 3.5%	112.86	1,354.29
20+ YEARS - 5.0%	161.23	1,934.70

2016 - 2017 CURRY COUNTY
 SALARY CONVERSION TABLE
 MAINTENANCE AND TRADE
 RANGE 3-M

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	19.5286	29.2929	40,619.44	3,384.95
B	20.5062	30.7593	42,652.93	3,554.41
C	21.5621	32.3432	44,849.17	3,737.43
D	22.6442	33.9663	47,099.89	3,924.99
E	23.7654	35.6481	49,431.98	4,119.33
F	24.9645	37.4468	51,926.21	4,327.18

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	53.32	639.79
10-15 YEARS - 2.5%	88.86	1,066.32
15-20 YEARS - 3.5%	124.40	1,492.85
20+ YEARS - 5.0%	177.72	2,132.65

2016 - 2017 CURRY COUNTY
 SALARY CONVERSION TABLE
 MAINTENANCE AND TRADE
 RANGE 2-M

STEP	HOURLY RATE	O/T RATE	ANNUAL SALARY	AVERAGE MONTHLY
A	21.5621	32.343	44,849.17	3,737.43
B	22.6442	33.966	47,099.89	3,924.99
C	23.7654	35.648	49,431.98	4,119.33
D	24.9645	37.447	51,926.21	4,327.18
E	26.2162	39.324	54,529.78	4,544.15
F	27.5197	41.280	57,241.02	4,770.09

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

**BEFORE THE BOARD OF CURRY COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON**

**IN THE MATTER OF AMENDMENTS TO)
MASTER PAYROLL ORDER APPROVED)
FOR CURRY COUNTY PERSONNEL FOR)
FISCAL YEAR 2016-2017) ORDER:_____**

WHEREAS, the Board of Commissioners for Curry County, a political subdivision of the State of Oregon, did approve the Master Payroll for Curry County personnel on July 7, 2016; and

WHEREAS, the Board of Commissioners, at their General Meeting on July 20, 2016, agreed to a cost of living increase for the employees at the Road Department in the amount of 1.1% effective July 1, 2016.

NOW, THEREFORE, IT IS HEREBY ORDERED:

- 1. THAT THE FOLLOWING AMENDMENTS BE MADE TO ORDER NO. 20329:**
- (a) Exhibit D Salary Conversion Tables are modified to show this increase and are attached hereto and by reference made a part of; and
 - (b) Exhibit A is amended to reflect the change for those affected employees and is attached hereto and by reference made a part of.

DATED this ____ day of _____, 20____.

CURRY COUNTY BOARD OF COMMISSIONERS

Thomas Huxley, Chair

Reviewed as to Form:

Susan Brown, Vice Chair

John Hutt
Curry County Legal Counsel

David Brock Smith, Commissioner



Nationwide Retirement Solutions

Roth Contribution Amendment to the Deferred Compensation Plan for Public Employees 457 Governmental Plan and Trust

Plan Name:

Page 1 of 3

Preamble

1.1 Adoption and effective date of amendment - The Employer adopts this Amendment to reflect Code Section 402A, as amended by the Small Business Jobs Act of 2010 ("SBJA"). This Amendment is intended as good faith compliance with the requirements of Code Section 402A and guidance issued thereunder, and this Amendment shall be interpreted in a manner consistent with such guidance. This Amendment shall be effective as of the date specified below.

1.2 Eligible governmental 457 plan - The Employer is an eligible employer as defined in Code §457(e)(1)(A).

1.3 Supersession of inconsistent provisions - This Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

Article II: Effective Date and Unforeseeable Emergency

2.1 Effective Date of Designated Roth Contributions - Designated Roth Contributions are permitted under the Plan as of the date this Amendment is executed below, which is no earlier than the earlier of (i) the Effective Date as defined herein or (ii) the effective date of any prior adoption of Designated Roth Contribution provisions.

2.2 Unforeseeable Emergency - If the Plan permits distributions of Elective Deferrals on account of an unforeseeable emergency, Designated Roth Contributions may be withdrawn on account of an unforeseeable emergency subject to the same qualifications that apply to Pre-tax Elective Deferrals.

Article III: Designated Roth Contributions

3.1 Designated Roth Contributions are permitted - The Plan's definitions and terms shall be amended as follows to allow for Designated Roth Contributions as of the Effective Date. Designated Roth Contributions shall be treated in the same manner as Deferral Contributions for all Plan purposes except as provided in Article II of this amendment. The Employer may, in operation, implement deferral election procedures provided such procedures are communicated to Participants and permit Participants to modify their elections at least once each Plan Year.

3.2 Deferral Contributions - The Plan's definition of Deferral Contributions at Section 1.08 is deleted and replaced as follows: "Deferral Contributions" means Salary Reduction Contributions, Non-elective Contributions, Matching Contributions and Designated Roth Contributions. The Employer or the Administrative Services Provider (if applicable) in applying the Code § 457(b) limit will take into account Deferral Contributions in the Taxable Year in which contributed. The Employer or Administrative Services Provider (if applicable) in determining the amount of a Participant's Deferral Contributions disregards the net income, gain and loss attributable to Deferral Contributions.

3.3 Salary Reduction Contributions - The Plan's definition of Salary Reduction Contributions at Section 1.27 is deleted and replaced as follows: "Salary Reduction Contributions" means a Participant's Elective Deferrals which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Salary Reduction Contributions by the Participant in his or her deferral election. A Participant's Salary Reduction Contributions will be separately accounted for, as will net income, gain or loss, attributable to those Salary Reduction Contributions. All Deferral Contributions prior to this amendment are Salary Reduction Contributions.

Nationwide Retirement Solutions
Roth Contribution Amendment to the
Deferred Compensation Plan for Public Employees
457 Governmental Plan and Trust

Plan Name:

Page 2 of 3

3.4 Designated Roth Contributions - "Designated Roth Contributions" means a Participant's Deferral Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Designated Roth Contributions by the Participant in his or her deferral election. A Participant's Designated Roth Contributions will be separately accounted for, as will gains and losses attributable to those Designated Roth Contributions. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Designated Roth Contribution.

3.5 Distribution Rule - Withdrawals (including, but not limited to, withdrawals on account of an unforeseeable emergency) from Participant's accounts may be directed by the Participant from either Salary Reduction Contributions, Designated Roth Contributions or pro rata from Salary Reduction Contributions and Designated Roth Contributions.

3.6 Corrective distributions attributable to Designated Roth Contributions - For any calendar year in which a Participant may make both Designated Roth Contributions and Salary Reduction Contributions, the corrective distribution from the Participant's accounts will be taken pro rata from a Participant's Salary Reduction Contributions and Designated Roth Contributions made during such calendar year. Furthermore, the Participant may elect which type of Deferral Contributions shall be distributed first.

3.7 Loans - If Participant loans are permitted under the Plan, all Participant Roth Accounts will be considered for the purposes of loans in accordance with this Section. Roth Accounts include the following: Designated Roth Contribution accounts, all Rollover and Transfer accounts, to the extent those accounts constitute Roth Accounts.

For any loans made on or after the Effective Date of this Amendment, the loan policy or program is amended to enable a Participant to use a Participant's Roth Account in the calculation of the loanable amount; however, loans may not be funded from the Participant's Roth Account.

For Plans that adopt or amend a loan policy or program on or after the date of this Amendment, the Plan's loan policy or program shall govern in the event of a conflict.

Nationwide Retirement Solutions
Roth Contribution Amendment to the
Deferred Compensation Plan for Public Employees
457 Governmental Plan and Trust

Plan Name:

Page 3 of 3

3.8 Rollovers - A direct rollover of a distribution from the Designated Roth Contribution account shall only be made to a plan which includes Designated Roth Contributions as described in Code Section 402A(e)(1) or to a Roth IRA as described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c).

3.8.1 The Plan shall accept a rollover contribution of Designated Roth Contributions only if it is a direct rollover from another Plan which permits Designated Roth Contributions as described in Code Section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code Section 402(c). The Employer, operationally and on a uniform and nondiscriminatory basis, may decide whether to accept any such rollovers.

3.8.2 The Plan shall not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Designated Roth Contribution account if the amounts of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Designated Roth Contribution account is not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than \$200 during a year. Furthermore, the Plan will treat a Participant's Designated Roth Contribution account and the Participant's other accounts as held under two separate plans for purposes of applying the automatic rollover rules. However, eligible rollover distributions of a Participant's Designated Roth Contributions are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceed the Plan's limits for purposes of mandatory distributions from the Plan.

3.9 Operational Compliance - The Plan and the Administrative Services Provider will administer Designated Roth Contributions in good faith with applicable regulations or other binding authority not reflected in this amendment. Any applicable regulations or other binding authority shall supersede any contrary provisions of this Amendment

This Amendment has been executed by a duly authorized individual this _____ day of _____, 20____.

By: _____
Signature

Title: _____

Email Address: _____

Name of Plan: Curry County

Plan Number: 0036921-001

Effective Date of Amendment: August 1, 2016

the United States of America with Justice Scalia's opinion stating that the Second Amendment protects an individual's right to possess a firearm unconnected with service in a militia, and to use that firearm for traditionally lawful purposes, such as self-defense within the home; and

WHEREAS, the Supreme Court of the United States of America in *McDonald v. Chicago*, invalidated Chicago's handgun ban and held the Second Amendment to the Constitution of the United States of America applies to the States;

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDAINS:

That Curry County strongly affirms our commitment to the rights and liberties enshrined within the Constitution of the United States of America and the Constitution of the Great State of Oregon; and

That Curry County opposes any state or federal law that abridges or is contrary to the provisions of the Constitutions of the United States of America and the Great State of Oregon preserving the people's right to keep and bear arms; and

That Curry County strongly supports the right of the people to keep and bear arms as stated in the Constitution of the United States of America, and the Constitution of the Great State of Oregon as interpreted by the United States Supreme Court and the Oregon Supreme Court, and vigorously opposes any state or federal law that unconstitutionally infringes upon these rights; and

That any laws enacted that violate or infringe upon the Constitution of the United States of America or the Constitution of the Great State of Oregon would be in direct conflict and violation of the Oath of Office taken to fulfill the duties of the Elected Position represented; and

To preserve the right of the People of, on and in Curry County, the Curry County Board of Commissioners do further resolve by this instrument that:

Curry County Government will not authorize or appropriate governmental funds, resources, employees, agencies, contractors, buildings, detention centers or offices for the purpose of enforcing any element of such acts, laws, orders, mandates, rules or regulations, that infringe on the right by the People to keep and bear arms, including, but not limited to the following:

1. Registration requirements for existing lawfully owned firearms; and
2. Prohibitions, regulations, and/or use restrictions related to ownership of non-fully automatic firearms, including but not limited to semi-automatic firearms; including semiautomatic firearms that have appearance or features similar to fully automatic firearms and/or military "assault style" firearms; and
3. Prohibition, regulations, and/or use restrictions limiting hand grips, stock, flash suppressors, bayonet mounts, magazine capacity, clip capacity, internal capacity, or types of ammunition available for sale, possession or use; and
4. Registration and background check requirements beyond those customarily required at time of purchase prior to December 2012; and

5. Restrictions prohibiting the possession, carry or transport of lawfully acquired firearms or ammunition by law abiding adult citizens or minors supervised by adults.

This Ordinance acknowledges provisions of preexisting law that:

- a. Prohibit the possession of firearms by certain felons per ORS 166.270; and
- b. Prohibit the purchasing or possession of firearms by individuals who have been adjudicated mentally ill and a danger to self and others per ORS 426.130; and
- c. Prohibit the possession of unlawful machine guns, short-barreled shot guns and silencers per ORS 166.272; and
- d. Prohibit the possession of unlawful concealed firearms, or possession by minors per ORS 166.250; and
- e. Prohibit the possession of firearms in public buildings or court facilities per ORS 166.360-166.370; and
- f. Prohibit the possession of firearms to certain convicted domestic violence perpetrators under the Gun Control Act of 1968.

DATED this 20th day of July, 2016.

BOARD OF CURRY COUNTY COMMISSIONERS

Susan Brown, Chair

Approved as to Form:

Thomas Huxley, Vice Chair

John HuttI
Curry County Legal Counsel

David Brock Smith, Commissioner

First Reading: _____07-20-2016_____

Second Reading; _____

Effective Date: _____

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Suicide and Bullying Prevention Proclamations

AGENDA DATE^a: 08-03-2016 **DEPARTMENT:** Comm **TIME NEEDED:** 20min

^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: Brown **PHONE/EXT:** 3229 **TODAY'S DATE:** 7-27-2016

BRIEF BACKGROUND OR NOTE^b: Similar Proclamations were done last year.

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE: (Select)**

(1)Resources Plus, Suicide Prevention Proclamation,

(2)Bullying Prevention Proclamation, 2 emails

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes No

(If Yes, brief detail)

2. Does this agenda item impact any other County department? Yes No

(If Yes, brief detail)

3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other 2 Proclamations, Email Signed Copies to Gordon Clay

Phone:

Due date to send: / /

Email:

***Note: Most signed documents are filed/recorded with the Clerk per standard process.**

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes No

Comment:

2. Confirmed Submitting Department's personnel-related materials Yes No N/A

Comment:

3. If job description, Salary Committee reviewed: Yes No N/A

4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Proclamations/Resolutions

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Not applicable to Sheriff's Department since they do not have a liaison

(1) <http://afsp.org/about-suicide/state-fact-sheets/#Oregon>

(2) <http://www.pewresearch.org/fact-tank/2013/05/24/suicides-account-for-most-gun-deaths/>

(3) guns stored in the house are used for suicide 40 times more often than for self-protection; <http://open.nysenate.gov/legislation/bill/J1557-2015>

(4) <https://public.health.oregon.gov/DiseasesConditions/InjuryFatalityData/Documents/NVDRS/suicide-among-oregon-veterans2008through2012.pdf>

Number of Veteran Suicides*					As of 8/14/14
	1 Suicide	2 Suicide	3 Suicide	4 Suicide	5 Suicide
County	Veterans	Veterans	Veterans	Veterans	Veterans
Curry	.00600	.00600	.00600	.00600	.00600
Crook	00038	00077	00115	00154	00192
Gilliam	00420	00840	01261	01681	02101
Grant	00130	00261	00391	00522	00652
Harney	00110	00220	00330	00440	00549
Hood River	00060	00120	00179	00239	00299
Jefferson	00045	00090	00136	00181	00226
Lake	00110	00221	00331	00442	00552
Morrow	00093	00186	00278	00371	00454
Sherman	00348	00697	01045	01394	01742
Union	00040	00080	00120	00160	00199
Wallowa	00115	00230	00345	00460	00575
Wheeler	00444	00889	01333	01778	02222

* Taking those counties that show <5 veteran suicides and assume a minimum of 1 and a maximum of 5 over a five-year period compared to Curry County at their actual rates. **Red:** Higher ratio than Curry County

(5) <http://www.thecitizenswhocare.org/schoolboard/healthyteen-wellness-county-comparison-composite.html>

PROCLAMATION

WHEREAS, bullying is physical, verbal, sexual or emotional intimidation or harm intentionally directed at a person or group of people and occurs in neighborhoods, playgrounds, schools, on the job and through technology, such as the Internet and cell phone; and

WHEREAS, research indicates that bullying is the most common form of violence, annually affecting millions of American children and adolescents and thousands of Oregon children and adolescents; and

WHEREAS, in the 30 days before taking 2014/15 Oregon Healthy Teen survey, over half of all Curry County 8th graders felt harassed. They led the state in the percentage that felt harassed for being perceived as gay, lesbian, bisexual or transgendered, because of their weight, clothes, acne, or physical characteristics, for their group of friends, and being harassed via cyberbullying, or other reasons. Plus during the 12 months before the survey, they were in more physical fights on school property, or were threatened with a weapon on school grounds than 8th graders in any other Oregon county. Curry County 8th graders ranked 2nd in the state having received unwanted sexual comments or attention or because of their race or ethnic origin. In seven of these 11 categories, Curry County 8th graders were negatively impacted at more than twice the rate of the average Oregon 8th grader.

WHEREAS, targets of bullying are more likely to acquire physical, emotional, and learning problems; students who are repeatedly bullied often fear such activities as riding the bus, going to school, and attending community activities; and

WHEREAS, children who bully are at greater risk of engaging in more serious violent behaviors while children who witness bullying often feel less secure, more fearful, and intimidated.

NOW, THEREFORE, the Board of Curry County Commissioners hereby proclaims the month of October, 2016 as

BULLYING PREVENTION MONTH

BE IT FURTHER RESOLVED, that all Curry County Oregon citizens are encouraged to engage in activities designed to make our communities safer for all children and adolescents, and show support for students who have experienced bullying.

DATED this 03 day of August, 2016.

BOARD OF CURRY COUNTY COMMISSIONERS

Tom Huxley, Chair

Approved as to Form:

Susan Brown, Vice Chair

John Huttel, County Counsel

David Brock Smith, Commissioner

PROCLAMATION

WHEREAS, suicide is the 10th leading cause of all deaths in the United States; (1) and the 2nd leading cause of death for ages 10-24; and

WHEREAS, tragically, more Oregonians die by suicide than by homicide. Suicide is the 8th leading cause of death (1) overall in Oregon and the second leading cause of death for ages 10-34 (1) giving Oregon the 10th highest rate of suicide (1) in the U.S. and

WHEREAS, over 50% of people who die by suicide use a firearm; (2) guns stored in the house are used for suicide 40 times more often than for self-protection; (3) and

WHEREAS, Curry County ranks first in the state in total veterans who commit suicide (4), and according to the 2014/15 Oregon Healthy Teen Survey, (5) Curry County led all Oregon school districts in the percent of 8th and 11th grade students who seriously considered attempting suicide in the 12 months prior to the survey and represented more than double the average 8th and 11th grader actually attempting suicide during that same period, and

WHEREAS, the stigma associated with mental illness and suicide works against suicide prevention by discouraging persons at risk from seeking lifesaving help and further traumatizes survivors of nonfatal attempts, and

WHEREAS, The Oregon Plan for Youth Suicide Prevention: A Call to Action, updated in 2016, (1) outlines strategies for community based action to end the stigma associated with suicide

NOW, THEREFORE, the Board of Curry County Commissioners hereby proclaims September, 2016 as

SUICIDE PREVENTION AND AWARENESS MONTH

BE IT FURTHER RESOLVED that the County encourages schools, students, parents, health care workers, religious institutions, and community organizations to engage in a variety of prevention and awareness activities designed to remove the stigma around suicide.

DATED this 03 day of August, 2016.
COMMISSIONERS

BOARD OF CURRY COUNTY

Tom Huxley, Chair

Approved as to Form:

Susan Brown, Vice Chair

John Huttel, County Counsel

David Brock Smith, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Discussion to continue or relinquish RSVP Program

AGENDA DATE^a: 8/3/2016 **DEPARTMENT:** Commissioners **TIME NEEDED:** 20 min

^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: Susan Brown **PHONE/EXT:** 3229 **TODAY'S DATE:**
7/27/2016

BRIEF BACKGROUND OR NOTE^b:

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Discussion/Decision

- (1)
- (2)

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A
(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
3. If job description, Salary Committee reviewed: Yes No N/A
4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Old Business

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Not applicable to Sheriff's Department since they do not have a liaison

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Gold Beach Main Street Association

AGENDA DATE^a: 8/3/2016 **DEPARTMENT:** Econ-Dev **TIME NEEDED:** 15 min

^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: Summer **PHONE/EXT:** 3215 **TODAY'S DATE:** 7/26/16

BRIEF BACKGROUND OR NOTE^b: Presentation of the Gold Beach Main Street Association and its impact of beautification and community in Gold Beach

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Discussion/Decision

- (1)
- (2)

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

- File with County Clerk
- Send Printed Copy to:
- Email a Digital Copy to:
- Other

Name:
Address:
City/State/Zip:

Phone:
Email:

Due date to send: / /

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A
(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
3. If job description, Salary Committee reviewed: Yes No N/A
4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Presentations

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

- Commissioner Susan Brown Yes No
- Commissioner Thomas Huxley Yes No
- Commissioner David Brock Smith Yes No

Not applicable to Sheriff's Department since they do not have a liaison

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Presentation on Juvenile & Parks Departments successes and accomplishments.

AGENDA DATE^a: August 3, 2016 **DEPARTMENT:** Juv/Parks **TIME NEEDED:** 10 min
^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: Jay Trost **PHONE/EXT:** 3235 **TODAY'S DATE:** July 27, 2016

BRIEF BACKGROUND OR NOTE^b:

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: (Select)

- (1)
- (2)

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

- File with County Clerk
- Send Printed Copy to:
- Email a Digital Copy to:
- Other

Name:
Address:
City/State/Zip:

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A
(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
3. If job description, Salary Committee reviewed: Yes No N/A
4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Presentations

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

- Commissioner Susan Brown Yes No
- Commissioner Thomas Huxley Yes No
- Commissioner David Brock Smith Yes No

Not applicable to Sheriff's Department since they do not have a liaison

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Personnel Actions done by Appointing Authorities

AGENDA DATE^a: 8/3/16 **DEPARTMENT:** Personnel **TIME NEEDED:** 5 minutes

^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: Julie Swift **PHONE/EXT:** 3233 **TODAY'S DATE:** 7/27/16

BRIEF BACKGROUND OR NOTE^b: Presentation to the Board per Personnel Rules change April 2016

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Discussion/Decision

- (1) Exhibit A
- (2)

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

- File with County Clerk
- Send Printed Copy to:
- Email a Digital Copy to:
- Other

Name:
Address:
City/State/Zip:

Phone:
Email:

Due date to send: / /

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A
(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
3. If job description, Salary Committee reviewed: Yes No N/A
4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Staff Report

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

- Commissioner Susan Brown Yes No
- Commissioner Thomas Huxley Yes No
- Commissioner David Brock Smith Yes No

Not applicable to Sheriff's Department since they do not have a liaison



Personnel Action Form (PAF)

COMPLETE ALL APPLICABLE SECTIONS

Today's Date: June 13, 2016

Employee's Name:

Samantha L. Henry

Recommending Official

Jay Trost

Action to be Taken: (check all that apply)

- Checkboxes for New Hire, Rehire, Transfer, Promotion, Change in Pay, Other, Payroll Allocation Change, Leave of Absence.

Job Description Attached

Start/Effective Date: June 13, 2016

Temporary (less than 180 days) requires end date

End Date: September 2, 2016

Seasonal (less than 90 days) requires end date

OR Continuing

Table with columns: FROM (use for changes), Dept, Range, Step, Base Pay, Per Month

Table with columns: TO (use for new hires & changes), Dept, Range, Step, Base Pay, Per Hour. Row: Summer Work Crew Member, Juvenile/Parks, \$13.50

Certification (list):

*Allocation Change:

No Change

Explanation:

Table with columns: Fund, Dept, Division, Object, %. Rows: 1.10, 423, 60, 50; 1.40, 452, 50, 50; Sum of percentages must equal 100%

Large empty box for explanation of allocation change.

Comments / Other: Use this space to clarify, explain, or justify personnel actions. Be specific and use sufficient detail so that future readers will understand what change(s) occurred, why, and the resulting effect on the employee's pay.

Large empty box for comments.

REQUIRED SIGNATURES: Please sign and date.

Supervisor, Department, Head/Elected Official, Employee, Human Resources signature lines.

Date lines for Supervisor (6/13/16), Head/Elected Official, Employee, Human Resources (6/13/16).



955

Personnel Action Form (PAF)

COMPLETE ALL APPLICABLE SECTIONS

Today's Date: June 13, 2016

Employee's Name:

Jaedyn N. Greene

Recommending Official

Jay Trost

Action to be Taken: (check all that apply)

- Checkboxes for New Hire, Rehire, Transfer, Promotion, Change in Pay, Other, Payroll Allocation Change, Leave of Absence.

Job Description Attached checkbox

Start/Effective Date: June 13, 2016

Temporary (less than 180 days) requires end date checkbox

End Date: September 2, 2016

Seasonal (less than 90 days) requires end date checkbox

OR Continuing checkbox

Table with columns: FROM (use for changes), Dept, Range, Step, Base Pay, Per Month

Table with columns: TO (use for new hires & changes), Dept, Range, Step, Base Pay, Per Hour. Row: Summer Work Crew Member, Juvenile/Parks, \$10.00

Certification (list):

*Allocation Change:

No Change checkbox

Explanation:

Table with columns: Fund, Dept, Division, Object, %. Rows: 1.10/423/60/50, 1.40/452/50/50, Sum of percentages must equal 100%

Large empty box for explanation text

Comments / Other: Use this space to clarify, explain, or justify personnel actions. Be specific and use sufficient detail so that future readers will understand what change(s) occurred, why, and the resulting effect on the employee's pay.

Large empty box for comments text

REQUIRED SIGNATURES: Please sign and date.

Supervisor, Department, Head/Elected Official, Employee, Human Resources lines with signatures

Date lines with handwritten dates: 6/13/16, 6/13/16

ENTERED stamp and JS Rev 5-16 footer



998

Personnel Action Form (PAF)

COMPLETE ALL APPLICABLE SECTIONS

Today's Date: June 13, 2016

Employee's Name:

Taylor B. Bright

Recommending Official

Jay Trost

Action to be Taken:
(check all that apply)

- New Hire
- Rehire
- Transfer

- Promotion
- Change in Pay
- Other:

- Payroll Allocation Change *
- Leave of Absence (explain below)

Job Description Attached

Start/Effective Date: June 13, 2016

Temporary (less than 180 days) requires end date

End Date: September 2, 2016

Seasonal (less than 90 days) requires end date

OR Continuing

FROM (use for changes)	Dept	Range	Step	Base Pay	Per	Month

TO (use for new hires & changes)	Dept	Range	Step	Base Pay	Per	
Summer Work Crew Member	Juvenile/ Parks			\$10.00	Hour	

Certification (list): _____

*Allocation Change:

No Change

Explanation:

Fund	Dept	Division	Object	%
1.10	423	60		50
1.40	452	50		50
Sum of percentages must equal				100%

Empty box for explanation of allocation change.

Comments / Other: Use this space to clarify, explain, or justify personnel actions. Be specific and use sufficient detail so that future readers will understand what change(s) occurred, why, and the resulting effect on the employee's pay.

Empty box for comments.

REQUIRED SIGNATURES: Please sign and date.

Supervisor: _____

Date: 6/13/16

Department _____

Head/Elected Official: _____

Date: _____

Employee: _____

Date: 6-13-16

Human Resources: _____

Date: 6/13/16

Handwritten signatures of Taylor B. Bright and Jay Trost.



999

Personnel Action Form (PAF)

COMPLETE ALL APPLICABLE SECTIONS

Today's Date: June 13, 2016

Employee's Name:

Taylor S.B. Mather

Recommending Official

Jay Trost

Action to be Taken: (check all that apply)

- New Hire, Promotion, Payroll Allocation Change, Rehire, Change in Pay, Leave of Absence, Transfer, Other

Job Description Attached

Start/Effective Date: June 13, 2016

Temporary (less than 180 days) requires end date

End Date: September 2, 2016

Seasonal (less than 90 days) requires end date

OR Continuing

Table with columns: FROM (use for changes), Dept, Range, Step, Base Pay, Per, Month

Table with columns: TO (use for new hires & changes), Dept, Range, Step, Base Pay, Per. Row: Summer Work Crew Member, Juvenile/Parks, \$10.00, Hour

Certification (list):

*Allocation Change:

No Change

Explanation:

Table with columns: Fund, Dept, Division, Object, %

Empty box for explanation

Comments / Other: Use this space to clarify, explain, or justify personnel actions.

Empty box for comments

REQUIRED SIGNATURES: Please sign and date.

Supervisor, Department, Head/Elected Official, Employee, Human Resources signatures

Date: 6/13/16, Date: 6-13-16, Date: 6/13/16



Personnel Action Form (PAF)

COMPLETE ALL APPLICABLE SECTIONS

Today's Date: 06-15-16

Employee's Name:

Chastity Sue Kolmorgan

Recommending Official

Sheriff John Ward

Action to be Taken: (check all that apply)

- Checkboxes for New Hire, Rehire, Transfer, Promotion, Change in Pay, Other, Payroll Allocation Change, Leave of Absence.

Job Description Attached

Start/Effective Date:

06-27-16

Temporary (less than 180 days) requires end date

End Date:

Seasonal (less than 90 days) requires end date

OR Continuing

Table with 7 columns: FROM (use for changes), Dept, Range, Step, Base Pay, Per, Month.

Table with 7 columns: TO (use for new hires & changes), Dept, Range, Step, Base Pay, Per, Month. Values: 911/EMD, S 10, A, 3223, Month.

Certification (list):

*Allocation Change:

No Change

Explanation:

Table with 5 columns: Fund, Dept, Division, Object, %.

Large empty box for explanation.

Comments / Other: Use this space to clarify, explain, or justify personnel actions.

Large empty box for comments.

REQUIRED SIGNATURES: Please sign and date.

Supervisor, Department, Head/Elected Official, Employee, Human Resources signatures and lines.

Date lines with handwritten dates: 6-15-16, 6-15-16, 7/5/16.



Personnel Action Form (PAF)

COMPLETE ALL APPLICABLE SECTIONS

Today's Date: 06-27-16

Employee's Name:

Thomas Yockey

Recommending Official

Sheriff John Ward

Action to be Taken: (check all that apply)

- Checkboxes for New Hire, Promotion, Payroll Allocation Change, Rehire, Change in Pay, Leave of Absence, Transfer, Other.

Job Description Attached

Start/Effective Date:

07/06/16

Temporary (less than 180 days) requires end date

End Date:

Seasonal (less than 90 days) requires end date

OR Continuing

Table with columns: FROM (use for changes), TO (use for new hires & changes), Dept, Range, Step, Base Pay, Per. Row 1: Patrol, S-1, B, 3644, Month.

Certification (list):

*Allocation Change:

No Change

Explanation:

Table with columns: Fund, Dept, Division, Object, %. Row 1: Sum of percentages must equal 100%

Comments / Other: Use this space to clarify, explain, or justify personnel actions. Be specific and use sufficient detail so that future readers will understand what change(s) occurred, why, and the resulting effect on the employee's pay.

REQUIRED SIGNATURES: Please sign and date.

Supervisor:

Handwritten signature of supervisor

Date: 6-27-16

Department

Head/Elected Official:

Handwritten signature of head/elected official

Date: 6-27-16

Employee:

SIGNED CONDITIONAL OFFER

Date: 6-27-16

Human Resources:

Handwritten signature of human resources

Date: 7/12/16